

**EXHIBIT
F**

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

FARHAD AZIMA,)
Plaintiff,) CASE NO.
)
v.)
) 20-CV-954-UA-JLW
NICHOLAS DEL ROSSO and VITAL)
MANAGEMENT SERVICES, INC.,)
Defendants)

VIDEOTAPED DEPOSITION
OF
FARHAD AZIMA
WASHINGTON, D.C.
TUESDAY, MAY 21, 2024

Reported Stenographically by:
ANNETTE ARLEQUIN, CCR/CSR, RPR, CRR, RSA

DIGITAL EVIDENCE GROUP
1730 M Street, NW, Suite 812
Washington, D.C. 20036
(202) 232-0646

1 May 21, 2024

2 9:07 a.m.

3

4 Videotaped deposition of FARHAD
5 AZIMA, held at the offices of NELSON
6 MULLINS RILEY & SCARBOROUGH LLP, 101
7 Constitution Avenue, N.W, Suite 900,
8 Washington, D.C. 20001, pursuant to
9 Notice, before Annette Arlequin, a
10 Certified Court Reporter, a Registered
11 Professional Reporter, a Certified
12 Realtime Reporter, and a Realtime
13 Systems Administrator and a Notary
14 Public.

15

16

17

18

19

20

21

22

1 A P P E A R A N C E S:

2 MILLER CHEVALIER

3 Attorneys for Plaintiff

4 900 16TH Street, NW

5 Washington, D.C. 20006

6 BY: KIRBY D. BEHRE, ESQ.

7 Kbehre@milchev.com

8 BY: IAN A. HERBERT, ESQ.

9 Iherbert@milchev.com

10

11 NELSON MULLINS RILEY & SCARBOROUGH LLP

12 Attorneys for Defendants

13 301 Hillsborough Street, Suite 1400

14 Raleigh, North Carolina 27603

15 BY: JUSTIN KAPLAN, ESQ.

16 justin.kaplan@nelsonmullins.com

17 BY: SAM A. ROSENTHAL, ESQ.

18 sam.rosenthal@nelsonmullins.com

19 BY: ALEX BRADLEY, ESQ.

Alex.bradley@nelsonmullins.com

20

21 ALSO PRESENT:

22 KIM JOHNSON, Legal Videographer

1

2

IT IS HEREBY STIPULATED AND

3

AGREED by and between the attorneys for

4

the respective parties herein, that

5

filing and sealing be and the same are

6

hereby waived;

7

IT IS FURTHER STIPULATED AND

8

AGREED that all objections, except as

9

to the form of the question, shall be

10

reserved to the time of the trial;

11

IT IS FURTHER STIPULATED AND

12

AGREED that the within deposition may

13

be sworn to and signed before any

14

officer authorized to administer an

15

oath, with the same force and effect as

16

if signed and sworn to before the

17

Court.

18

19

- o0o -

20

21

22

1 I N D E X

2	WITNESS: FARHAD AZIMA	PAGE
3	BY MR. KAPLAN	8, 462
4	BY MR. HERBERT	430

5

6 QUESTIONS INSTRUCTED NOT TO ANSWER

7	Page	Line
8	415	13
9	478	12

10

11 I N D E X O F E X H I B I T S

12	DESCRIPTION	PAGE
13	Defendants' Exhibit 40, Plaintiff	12
14	Farhad Azima's Third Supplemental	
15	Responses and Objections to the	
16	First Set of Interrogatories from	
17	Defendants Nicolas Del Rosso and	
18	Vital Management Services, Inc.	
19	(Nos. 1-12)	
20		
21	Defendants' Exhibit 20, Rolodex	293
22	printout, Bates-stamped FA_MDNC_01012382	

1	I N D E X O F E X H I B I T S (Cont'd.)	
2	DESCRIPTION	PAGE
3	Defendants' Exhibit 21, Rolodex	296
4	printout, Bates-stamped FA_MDNC_01012383	
5		
6	Defendants' Exhibit 45, EMA	372
7	document Bates-stamped	
8	FA_MDNC_00210426-10455	
9		
10	Defendants' Exhibit 46,	389
11	Declaration of Chiranshu Ahuja	
12		
13	Defendants' Exhibit 47,	407
14	Declaration of Vikash K. Pandey	
15		
16	Defendants' Exhibit 48, Email	410
17	dated 2/17/2015 from Kirby Behre	
18	to HH@fathers.church, not Bates-stamped	
19		
20	Defendants' Exhibit 49, Miler	412
21	Chevalier document titled	
	"Project Clay - Action Plan,"	
22	Kirby Behre, 2/14/2015, not Bates-stamped	

1 THE VIDEOGRAPHER: This begins
2 the video-recorded deposition of Farhad
3 Azima taken in the matter of Farhad
4 Azima versus Nicholas Del Rosso and
5 Vital Management Services in the U.S.
6 District Court for the Middle District
7 of North Carolina, Case No.
8 20-CV-954-UA-JLW.

9 Today's date is May 21st, 2024.
10 This deposition is being held at 101
11 Constitution -- I forgot to tell the
12 time. The time is 9:07.

13 This deposition is being held at
14 101 Constitution Avenue, Washington,
15 D.C.

16 The court reporter is Annette
17 Arlequin. The video camera operator is
18 Kim Johnson. Both are on behalf of
19 Digital Evidence Group.

20 Will counsel please introduce
21 yourselves and state whom you
22 represent.

1 MR. BEHRE: Kirby Behre on behalf
2 of the plaintiff.

3 MR. HERBERT: Ian Herbert on
4 behalf of the plaintiff.

5 MR. KAPLAN: Justin Kaplan and
6 Sam Rosenthal on behalf of the
7 plaintiff -- or the defendant. I'm
8 sorry.

9 THE VIDEOGRAPHER: Thank you.
10 Would the court reporter please
11 swear in the witness.

12
13 F A R H A D A Z I M A,
14 called as a witness, having been duly
15 sworn/affirmed testified as follows:

16 - - - - -

17 EXAMINATION

18 BY MR. KAPLAN:

19 Q. Thank you.

20 Mr. Azima, I assume you have had
21 your deposition taken before?

22 A. Decades ago, maybe.

1 Q. Let me go over some instructions
2 again.

3 I'm going to ask questions.
4 You'll have to respond unless your lawyer
5 instructs you not to answer. Your lawyer
6 will be making objections. I would ask
7 that you give him a second to do it so that
8 we're not talking over each other. It's
9 harmful for the court reporter.

10 Also, please let me finish my
11 question before answering. If you don't
12 fully understand the question, just ask me.
13 I'm not trying to play "gotcha." I want to
14 know the answer. And if you don't
15 understand what I'm saying, that's okay.
16 I'll try to do better.

17 You have to say "yes" or "no."
18 Nodding your head is not going to work
19 because it doesn't show up on the
20 transcript. So out of courtesy to the
21 court reporter, I would ask that you just
22 say "yes" or "no," if that's going to be

1 your answer, okay?

2 A. Yeah. Yes.

3 Q. Are you on any medications today
4 that might affect your memory?

5 A. No, not that I know.

6 Q. Okay. Decades ago when you gave
7 a deposition that you recall, do you
8 remember what it was about?

9 A. It was in the early '80s.

10 Q. And do you remember what the
11 substance of your testimony was?

12 A. Yes.

13 Q. What was it?

14 A. Union dispute.

15 Q. You didn't give a deposition in
16 connection with when you were sued by
17 Brownies Logistics?

18 A. I'm not even aware that I was
19 sued by Brownies Logistics.

20 Q. Okay. How about Michael
21 Carmichael?

22 A. I'm not aware whether I was sued.

1 Maybe the company has been sued, but I
2 don't remember. No, I don't remember. I
3 did not give any deposition.

4 Q. Okay.

5 A. If it was, I'm -- I was not a
6 factor of it, nor was I involved. First
7 time I hear I was sued.

8 Was I personally sued or the
9 company?

10 Q. You do make a distinction between
11 individuals and companies, right?

12 A. A company, I am one of the
13 shareholders, that obviously that is --
14 somewhat relates, but that is not a
15 personal. I wasn't running the company. I
16 was a shareholder.

17 Q. Okay. So merely in your mind
18 being a shareholder is different than the
19 company?

20 A. Unless you run a company as a
21 director or as an executive, some sort of
22 management position, I think the company

1 has the responsibility for managing the
2 lawsuit or the claims. So I'm not very
3 much -- I wasn't involved on a day-to-day
4 of the company.

5 Q. Brownies Logistics you're
6 referring to when you say that you weren't
7 involved --

8 A. I did not own that company.

9 Q. Okay. I'm going to show you what
10 we're marking as Exhibit 40.

11 (Defendants' Exhibit 40,
12 Plaintiff Farhad Azima's Third
13 Supplemental Responses and Objections
14 to the First Set of Interrogatories
15 from Defendants Nicolas Del Rosso and
16 Vital Management Services, Inc. (Nos.
17 1-12), marked for identification, as of
18 this date.)

19 A. All right.

20 Q. Mr. Azima, have you seen this
21 document before?

22 A. A few years ago. A long time

1 ago.

2 Q. Okay. Why don't you turn to the
3 last page.

4 (Witness complies.)

5 Q. The absolutely last page. No,
6 literally the last page.

7 A. Yes.

8 Q. Is that your signature?

9 A. That is my signature.

10 Q. So did you sign this document on
11 May 3rd, 2024?

12 A. May 3rd, 2024...

13 It's my signature. I signed it.

14 Q. So May of this year is not years
15 ago, right?

16 A. No. Originally when this
17 document -- when the complaint was filed, I
18 understand -- my understanding is that you
19 asked me to do that, that when this was --
20 when I read that first, that was my
21 understanding.

22 Q. All right. Why don't we look at

1 the title of this particular document.

2 This is plaintiff Farhad Azima --

3 That is you, right?

4 A. That is me.

5 Q. -- third supplemental responses

6 and objections to the first set of

7 interrogatories from defendants Nicholas

8 Del Rosso and Vital Management Services

9 Inc., correct?

10 A. Correct.

11 Q. Do you understand what

12 interrogatories are in the context of

13 litigation?

14 A. What is it?

15 Q. You don't know what it is?

16 A. Let me remind you, Counsel,

17 English is my third language. You have to

18 be a bit more clear in usage of your big

19 words. So please explain to me what you

20 have in mind by those words.

21 Q. Okay. Why don't we turn, if you

22 don't mind, to page 6.

1 (Document review.)

2 Q. Do you see Interrogatory No. 3?

3 (Document review.)

4 A. What does Bates number means?

5 Q. I don't know, okay? I have a
6 question pending, all right?

7 A. But I don't know what does it
8 mean, so I can answer.

9 Q. Okay. I didn't ask you a
10 question, sir?

11 A. Sorry?

12 Q. There is nothing to answer
13 because I haven't asked you a question.

14 A. I'm trying to understand what I'm
15 reading is.

16 Q. Okay. I'm just trying to
17 determine if you understand in the context
18 of the lawsuit that you filed whether you
19 understand how an interrogatory works.

20 A. I'm trying to understand the
21 meaning of a Bates number.

22 Q. That is not my question, sir.

1 A. Well, that is not my answer
2 either.

3 Q. Okay. Good. So we are on the
4 same page.

5 A. All right.

6 Q. Do you understand that in the
7 course of litigation in the United States
8 of America where you have lived for 50-plus
9 years --

10 A. 60-plus years.

11 Q. -- and have been involved in
12 multiple lawsuits, that a litigant is
13 entitled to ask written questions known as
14 interrogatories and then the other party
15 has to respond in writing.

16 Do you understand that?

17 A. You just said it.

18 Q. I'm asking whether you understand
19 that to be the case.

20 A. I mean, I can understand what
21 you're saying, yes.

22 Q. Great.

1 This particular document, which
2 you signed under oath on the last page on
3 May 3rd, 2024, as being true was prepared
4 by whom?

5 A. By my counsel.

6 Q. Did you read it before you signed
7 it?

8 A. Obviously, I have gone through
9 it.

10 Q. Is that a "yes"?

11 A. I mean, if you ask me to go
12 through every page, you know, I skimmed
13 through it.

14 Q. Okay. Let's go back to the last
15 page. Go back to the last page.

16 Okay. You signed last month --
17 this month, quote, "Pursuant to 28 U.S.C.
18 Section 1746, I," meaning Farhad Azima,
19 "Hereby declare under the penalty of
20 perjury that the factual information
21 contained in the foregoing are true and
22 correct based on my personal knowledge,

1 information and belief or on information
2 and documents gathered by or presently
3 available to me."

4 A. Correct.

5 Q. Okay. So you signed under
6 penalty of perjury that all of the
7 responses, included in this document are in
8 fact true, correct?

9 A. I -- my counsel to advise me this
10 is the case. And based on that, I signed.

11 Q. So you did not review any of your
12 answers to determine whether, in fact, they
13 are true?

14 MR. BEHRE: Objection,
15 mischaracterizes the testimony.

16 MR. KAPLAN: Well, he can
17 clarify.

18 BY MR. KAPLAN:

19 Q. Did you read it before you
20 testified that everything in here was true
21 or no?

22 A. I just told you I went through it

1 page by page. I skimmed it.

2 Do you understand that?

3 Q. I do.

4 A. The lawyer read them.

5 Q. Did your lawyers explain any of
6 it to you?

7 MR. BEHRE: Objection, calls for
8 privilege.

9 MR. KAPLAN: I'm not asking what
10 you told him. I'm asking whether you
11 did.

12 A. In general, yes.

13 Q. Okay. Do you believe anything in
14 this document that you signed under penalty
15 of perjury as being true is incorrect?

16 A. I did not see anything which is
17 incorrect.

18 Q. Great.

19 So now do you understand that
20 Interrogatory No. 3 asked you to identify
21 every single trade secret that you are
22 suing my clients for misappropriating?

1 MR. BEHRE: Objection,
2 mischaracterizes the request.

3 THE WITNESS: What does that
4 mean?

5 MR. BEHRE: You can answer.

6 A. Yes.

7 Q. Yes. Okay.

8 And let's turn to almost the last
9 page. You'll see in Exhibit 1 for the
10 chart, okay? And then you identify 39
11 trade secrets?

12 A. Yes.

13 Q. Okay. Are these trade secrets
14 the full extent of those which you are
15 suing my clients for in this lawsuit?

16 MR. BEHRE: Objection, vague and
17 ambiguous.

18 BY MR. KAPLAN:

19 Q. Are you suing my clients --

20 A. I am suing your clients.

21 Q. Right.

22 Are you suing them for

1 misappropriating any other trade secrets
2 other than those which are identified in
3 Exhibit 1 to this document?

4 A. That's the problem, your clients
5 are stealing my documents, is that what
6 you're telling me?

7 Q. That's what I'm saying, yes.

8 A. Yes, they are stolen documents.

9 Q. Okay. Are there any others that
10 you are suing my client for other those
11 identified in Exhibit 1 to this document?

12 A. I am not aware of it.

13 Q. Okay. You're not aware of it?

14 A. I am not aware of it.

15 Q. Okay. So that means that these
16 are the only trade secrets for which you
17 are suing my clients for stealing, correct?

18 A. On this base, I have sued your
19 clients, yes.

20 Q. Okay. Let me ask it again,
21 because I want to make sure it's clear.

22 Other than the trade secrets

1 identified, that you identified in
2 Exhibit 1 to this document, are there any
3 other trade secrets that you are suing my
4 client for allegedly stealing?

5 A. To the best of my knowledge,
6 these are the only trade secrets that your
7 client has stolen from me.

8 Q. Okay. But that's not what I
9 asked.

10 A. Well, what you did you ask me?

11 Q. I'm asking if you're suing them
12 for any other trade secrets.

13 A. I said I am not aware of it.

14 Q. That's not my question.

15 A. Well, that's not my -- that is my
16 answer. I'm not aware of it.

17 Counsel, if my counsel has sued
18 and I have missed it, the answer is
19 obvious. But to the best of my knowledge,
20 the answer is no.

21 Q. Okay. Let's turn to page 7, if
22 you don't mind. You see on the bottom in

1 bold, it asked you for each alleged trade
2 secret identified in response to
3 interrogatories numbers 3 and 4. "Identify
4 and describe all facts supporting your
5 knowledge of each alleged trade secret
6 including all other persons with knowledge
7 or interest."

8 Do you see that?

9 A. I do.

10 Q. Okay. So over the next several
11 pages, for each of those 39 trade secrets
12 that you identified, you answered, correct?

13 A. Yes.

14 Q. Okay. Now the answers are
15 relatively the same for every single trade
16 secret.

17 A. Yes.

18 Q. Yes?

19 Let's go through that.

20 A. All right.

21 Q. All right. And you said to every
22 single one, "Plaintiff" -- that would be

1 you.

2 Do you understand that to be you?

3 A. Correct.

4 Q. "Plaintiff is an owner of this
5 trade secret."

6 Right?

7 A. Right.

8 Q. Okay. And you answer the same to
9 everybody -- I'm sorry, to every single
10 trade secret, correct?

11 A. Correct.

12 MR. BEHRE: You need to look at
13 the document.

14 BY MR. KAPLAN:

15 Q. Your answer is the same for every
16 single answer.

17 (Document review.)

18 Q. It differs by company, right, but
19 you see it says, "Plaintiff is an owner of
20 this trade secret."

21 It is related to, you know, one
22 of your companies, right?

1 A. Obviously.

2 Q. Okay. So let's go back.

3 MR. BEHRE: Well, objection. It
4 mischaracterizes the request. Page 14,
5 number 20 doesn't say that. Page 14
6 number 21 doesn't say that. So not all
7 of them say it. So that misstates the
8 document.

9 MR. KAPLAN: You're right.
10 Except for the Rolodexes, 20, 21, 26,
11 27, 28 and 29. I'll qualify that.

12 BY MR. KAPLAN:

13 Q. Now Mr. Azima, if you look at
14 trade secret number 1, you referenced
15 HeavyLift International. That's on page 8.

16 (Document review.)

17 Q. Correct?

18 A. Yes.

19 Q. Okay. You reference HeavyLift
20 International in response with regard to
21 trade secret number 2, right?

22 A. Correct.

1 Q. Now turn to page 11, if you don't
2 mind.

3 Okay. With regards to trade
4 secret number 12, you refer to HeavyLift
5 International, Inc., correct?

6 A. I don't recall the --

7 Q. Well, it says is it right there
8 (indicating).

9 MR. BEHRE: Let him finish his
10 answer, okay?

11 A. I don't recall being Inc. May be
12 a mistake. I don't know that.

13 Q. Okay. So let me ask you this:
14 In these particular responses that you
15 signed under oath, when you refer to
16 HeavyLift, HeavyLift International or
17 HeavyLift Inc., it's a single company to
18 which you are referring, right?

19 A. Yes.

20 Q. Okay. And it's either HeavyLift
21 International FZE or FZC?

22 A. Collectively, they're known as

1 HeavyLift.

2 Q. What is "they"? What's
3 collectively known as HeavyLift?

4 A. HeavyLift is a company who
5 operates airlines.

6 Q. Okay. And are you referring to
7 the entity that was owned at one point by
8 RAK?

9 A. I'm referring to entity that it
10 was owned by me or my companies, and then
11 HeavyLift acquired 51 percent. And later
12 on, I give the other 49 percent to them.

13 Q. I'm not sure I follow.
14 HeavyLift acquired 51 percent of
15 what?

16 A. Not HeavyLift. RAK acquired to
17 one of the special purpose companies 51
18 percent of HeavyLift with the promises that
19 they are going to give me schedule
20 authority.

21 Q. Okay.

22 A. But that did not happen, but they

1 ended up having 51 percent. And later on,
2 I give them the other 49 percent in lack of
3 schedule service availability.

4 (Reporter clarification.)

5 A. HeavyLift, I give that to
6 transfer that to RAK because of the
7 inability to give the schedule service
8 authority.

9 Q. Okay. Let me understand. Let me
10 see if I can understand a little bit better
11 and clarify it.

12 RAK purchased 51 percent of
13 HeavyLift, right?

14 A. In the beginning.

15 Q. Okay. And just so that we're
16 clear, in your Interrogatory responses that
17 we've been looking at, and you're referring
18 to a single company, right?

19 A. I am referring to RAK acquired 51
20 percent of the HeavyLift International
21 Airline FZE company.

22 Q. Okay. And then you gave the

1 other 49 percent of that company.

2 When? When did you do that?

3 A. Well, at the end, I transferred
4 the rest of them to them. The company was
5 transferred to the RAK entity.

6 Q. When?

7 A. It was a long time ago. Either
8 '12 or -- 2012 or something like this. I
9 don't recall the exact date.

10 Q. But are you certain that it was
11 before 2016?

12 A. It was before 2016.

13 Q. I'm going to show you what's been
14 previously marked as Exhibit 1C.

15 You can put those interrogatories
16 to the side. We'll come back to those.

17 (Witness complies.)

18 A. You have some question of a long
19 time ago. I have to refresh my memories.
20 If you have any documents that I can look
21 at it and give you a straight answer, I
22 will do that.

1 Q. Okay. So if you turn to page 2,
2 this is a document titled, "Share Purchase
3 and Shareholders Agreement, RAK Trans
4 Farhad Azima and HeavyLift International
5 Airlines FZE."

6 Do you see that? And on page 2,
7 it's made on December 6th, 2009, between
8 RAK Trans Holdings FZ LLC and HeavyLift
9 International Airlines FCE and you.

10 MR. BEHRE: Take a look at the
11 exhibit first and get familiar with it.

12 (Document review.)

13 BY MR. KAPLAN:

14 Q. Do you understand this to be the
15 document by which you sold 51 percent of
16 HeavyLift to RAK?

17 A. Obviously.

18 Q. Okay. That was in December of
19 2009, right?

20 A. Right.

21 Q. So you had no ownership -- I'm
22 sorry -- no control over RAK Trans Holdings

1 FZ, correct?

2 MR. BEHRE: Objection, vague and
3 ambiguous.

4 BY MR. KAPLAN:

5 Q. Okay. Did you own any portion of
6 RAK Trans Holdings FZ ever?

7 A. I'm sorry, was that the entity
8 that they bought HeavyLift?

9 Q. Correct.

10 A. That was not my company.

11 Q. Okay. Now pursuant to this
12 agreement, if you look at paragraph 4.3,
13 sorry, Section 4.3, which you'll find on
14 page 7, it says, "Each shareholder shall be
15 entitled to receive the following from the
16 manager: Quarterly financial statements of
17 the company within 30 days of the end of
18 each quarter, audited financial statements
19 within 120 days of the close of each fiscal
20 year; and any information regarding the
21 state of affairs of the company as
22 shareholder may reasonably request,"

1 correct?

2 A. Right.

3 Q. So as a 51 percent shareholder,
4 RAK had access to all of the company's
5 information, right?

6 A. Indeed, yes.

7 Q. And all the information regarding
8 the company, right?

9 A. Indeed, yes.

10 Q. Okay. Did you or HeavyLift
11 International Airlines have any
12 confidentiality agreements with RAK?

13 A. As a matter of general rules,
14 when we deal with governments, our company
15 does not require confidentiality.

16 Q. You never required it?

17 MR. BEHRE: Objection,
18 mischaracterizes the testimony.

19 A. If you are dealing with the
20 government, we do not require
21 confidentiality.

22 Q. Okay. So that would be with the

1 government of RAK, Ras Al Khaimah?

2 A. In general governments, I said.

3 Q. Okay. Does that also include the
4 government of Georgia?

5 A. In general governments.

6 Q. Okay.

7 A. We assume when you are dealing
8 with the governments, the information is
9 confidential and that will not be
10 distributed and are kept confidential at
11 all time.

12 Q. Okay.

13 A. That is the assumption under
14 which our company do business with
15 governments.

16 Q. Okay. So the answer is no,
17 correct?

18 A. I just said that, yes.

19 Q. Okay. And that would be the same
20 for the country of Jamaica, right?

21 A. That's correct.

22 Q. And South Sudan, correct?

1 A. We did not do business with South
2 Sudan. That was just a broker.

3 Q. Okay. Now when you say that you
4 gave RAK the other 49 percent, were those
5 two separate transactions?

6 A. Correct.

7 Q. Okay. And the second transaction
8 would have been at some point before 2016,
9 right?

10 A. Correct.

11 Q. Okay. When did HeavyLift cease
12 operations, to your knowledge?

13 A. That coincided with the -- when
14 Afghan conflict was over, more or less. So
15 it must have been around 2011, '12,
16 something like this.

17 Q. Okay. So am I to understand that
18 because when the Afghan conflict ended, all
19 the business that HeavyLift was doing
20 evaporated?

21 A. Not all of them, but there was a
22 significant part of it.

1 Q. All right.

2 A. If you want to understand that,
3 the reason that HeavyLift sold 51 percent
4 to Ras Al Khaimah was based on the
5 information and based on the agreement that
6 we had with the Sheikh, the ruler, that
7 they will grant us schedule service
8 authority so we can continue operation
9 after the contract with Afghanistan and
10 Iraq's war zone.

11 But then he couldn't do that. So
12 at that point, there was no reason for us
13 to keep it, so we transferred the other 49
14 percent to them.

15 Q. Okay. Now when you referred to
16 Brownies Global Logistics, do you mean
17 Brownies Global Logistics LLC?

18 A. I did not do this directly with
19 the company. So we had the management do
20 it. I was just a shareholder.

21 Q. You were an indirect shareholder
22 through a company called JFJ International

1 Logistics LLC, right?

2 A. The same thing. I have a third
3 -- in JFJ, I was a third shareholder.

4 Q. Okay. Now Brownies Global
5 Logistics is a marine logistics company,
6 right?

7 A. Yes.

8 Q. Okay. It provides vessels,
9 equipment and services for ocean
10 exploration, research and commercial
11 projects, right?

12 A. Among other things.

13 Q. Okay. Is that what it did back
14 in 2015 and '16?

15 A. To the best of my knowledge.

16 Q. Okay. Do you know who the other
17 two -- or the other owners of JFJ
18 International Logistics were?

19 A. Yes.

20 Q. Who were they?

21 A. One was Dawayne Lepper. Another
22 one, Jim Jacobs.

1 Q. Did you each all own a third?

2 A. Yes.

3 Q. Okay. So you owned -- you had a
4 one-third interest in JFJ, which then owned
5 what percentage of Brownies Global
6 Logistics?

7 A. I do not know that.

8 Q. Okay. Was it a majority
9 shareholder?

10 A. I don't remember that.

11 Q. Are you aware that JFJ
12 International Logistics' interest in
13 Brownies Global Logistics was terminated on
14 January 4th, 2017, as a result of a final
15 judgment that was entered in Florida?

16 A. No, I am not aware of it.

17 Q. When you refer to Smokehouse
18 Barbecue, does that refer to Smokehouse
19 Barbecue Inc.?

20 A. I don't know the name of the
21 legal entity, but I know it's Smokehouse
22 Barbecue. It's a company that I have

1 interest in it.

2 Q. Still?

3 A. Yes.

4 Q. You sure you didn't divest in
5 January of 2013?

6 A. I mean, I might have given it to
7 my wife or a member of family.

8 Q. But that doesn't mean that you
9 own it, right?

10 MR. BEHRE: Objection,
11 argumentative.

12 A. You heard the counsel say
13 objection. It was argumentative.

14 Q. You still have to answer.

15 A. What do you want me to answer?

16 Q. I want an answer.

17 If your wife owns something, does
18 that mean you own it, in your mind?

19 MR. BEHRE: Objection, relevance.

20 A. I'm not going to get into marital
21 ownership here.

22 Q. I just want to know whether

1 you --

2 A. You asked me my state of mind. I
3 said that I'm not going to get involved in
4 a marital ownership, who owns what between
5 me and my wife.

6 Q. Okay. What about with companies?

7 A. With companies --

8 MR. BEHRE: Hold on. I need to
9 get my objection in before you respond.

10 MR. KAPLAN: I haven't asked a
11 question. There is nothing to object
12 to. I haven't asked a question.

13 MR. BEHRE: There was.

14 BY MR. KAPLAN:

15 Q. With regards to --

16 MR. BEHRE: What -- you asked --
17 what about the companies was your
18 question.

19 MR. KAPLAN: Okay.

20 MR. BEHRE: And what I'm
21 objecting to is it's vague.

22 So you need to slow down and you

1 need to slow down so I can get my
2 objections in.

3 MR. KAPLAN: And you need to get
4 off your pedestal. There was no
5 question pending.

6 MR. BEHRE: Look at the
7 transcript.

8 Sir, what about companies,
9 question.

10 THE WITNESS: Well, I just got
11 mad that I'm called "sir" now.

12 (Reporter clarification.)

13 THE WITNESS: He called me sir.
14 I was just knighted, I thought.

15 BY MR. KAPLAN:

16 Q. With regards to companies, much
17 like if you transferred your interest to
18 your wife, you don't want to get into it,
19 will you get into your views on ownership
20 of company assets?

21 A. When the company asset is
22 transferred, that means company owns it.

1 Q. Okay. What about when an
2 individual who owns the company transfers
3 an asset to the company, who owns it then?

4 MR. BEHRE: Objection, vague.

5 Slow down.

6 Objection, vague, relevance.

7 A. There is a difference
8 transferring this computer to a company or
9 the intellectual property or the rights and
10 the knowledge.

11 Q. What is the difference?

12 A. A big difference.

13 Q. Explain to me the difference.

14 A. Because one is the intellectual
15 property, your knowledge is yours. Other
16 one is an asset that you transfer. So it's
17 a big difference.

18 Q. Are you telling me that in your
19 mind, you don't give knowledge to
20 companies?

21 MR. BEHRE: Objection,
22 mischaracterizes the testimony.

1 A. When you sell an asset, it's an
2 asset transfer. But when you're dealing
3 with the knowledge, that knowledge is
4 yours.

5 Q. Okay. That's fair.

6 What about documents that are
7 created based upon that knowledge on behalf
8 of a company?

9 MR. BEHRE: Objection, vague and
10 ambiguous, relevance.

11 A. I don't quite understand what
12 your question means.

13 Q. Well, if somebody owns a company,
14 right, somebody theoretically can give them
15 a computer using your example, right?

16 A. Right.

17 Q. And then that computer becomes
18 the company's, right?

19 A. Right.

20 Q. Somebody has knowledge, somebody
21 gives the knowledge to the company so the
22 company can create documents using that

1 knowledge.

2 A. Right.

3 Q. If the company creates the
4 document, you would agree with me that the
5 company owns the document, right?

6 MR. BEHRE: Objection, calls --
7 (Simultaneous speaking.)

8 MR. BEHRE: You have to let me
9 get my objection in.

10 Calls for a legal conclusion and
11 speculation.

12 Now you can answer.

13 A. Would you repeat your question
14 one more time?

15 Q. If someone -- if a company uses
16 someone else's knowledge in order to create
17 its own documents, in your mind, who owns
18 the document, the company or the person?

19 MR. BEHRE: Same objections.

20 A. I'm not sure what you're saying
21 even. I don't understand what you're
22 trying to ask me.

1 Q. I'm trying to ask you if I own a
2 company --

3 A. Right.

4 Q. -- or you own a company, okay --

5 A. Um-hmm.

6 Q. -- let's say you own it 100
7 percent.

8 A. Right.

9 Q. Okay. That company has assets.
10 Do you agree with me?

11 A. Yes.

12 Q. That company creates things,
13 including its own intellectual property,
14 right?

15 A. Right.

16 Q. Okay. The company would own the
17 intellectual property that it creates,
18 correct?

19 MR. BEHRE: Same objections.

20 Calls for a legal conclusion and
21 speculation.

22 A. I just cannot -- I just cannot

1 comprehend.

2 If I own a company --

3 Q. Yeah.

4 A. -- if there is a computer or
5 there is this -- whatever I transferred to
6 you, it's transferred. But if it's my
7 knowledge, because I own the company, that
8 is synonymous with this.

9 Q. Okay.

10 What business was Smokehouse
11 Barbecue in?

12 A. I'm sure you have had barbecue
13 before. The name describes the nature of
14 its business.

15 Q. Now when you did own a portion of
16 this company, there were other
17 shareholders, correct?

18 A. There was a personal shareholder,
19 another minority shareholder.

20 Q. Okay. And were you related to
21 that minority shareholder?

22 A. I am that.

1 Q. When you -- Smokehouse Barbecue
2 owed you money, right?

3 A. A lot of companies owe me money.

4 Q. Okay. They paid you back some of
5 the money they owed you, correct?

6 A. I got accountants to do that. I
7 don't keep track of it.

8 Q. Okay. Are you familiar with
9 AeroTech Inc.?

10 A. I am.

11 Q. Is that different than AeroTech
12 Services?

13 A. I don't recall. I don't know the
14 answer.

15 Q. So you don't know whether that's
16 also a different company that AZRA LLC?

17 A. AZRA LLC that is a company that
18 -- I know that company.

19 Q. Is that the same as AeroTech
20 Inc.?

21 A. I don't remember that, the
22 structure of the company.

1 Q. Okay. What did AeroTech do?

2 A. How much do you know about
3 aviation? How much -- I want to explain
4 the way that will make sense to you.

5 Q. Sure.

6 A. How much do you know about
7 aviation?

8 Q. I'm not answering questions, sir.
9 You are the one answering questions.

10 A. Then how much time do you have?

11 Q. Seven hours.

12 A. Good.

13 Q. Probably longer.

14 A. If you recall, price of the fuel
15 has gone up and all the airlines were
16 scrambling how they're going to save money
17 on fuel. There was a company, AeroTech or
18 the AeroTech Services, that they came to us
19 creating a device. That device and the
20 procedures, which I have input in it, that
21 would save 3 to 5 percent of the fuel.
22 That device would be installed on back --

1 on the aircraft, on the flaps, the wings.
2 And the procedure would be followed by the
3 crew, by the captain and the first officer.
4 When they are takeoff and approach, the
5 flap setting will save 3 to 5 percent fuel.

6 Q. Okay. So AeroTech sold the
7 device that would save fuel?

8 A. Created and sold.

9 Q. Created and sold.

10 Okay. Did you personally create
11 that device?

12 A. I'm sorry?

13 Q. Did you create the device?

14 A. The company that we bought this
15 through, but I had input in it.

16 Q. Okay. Have you ever created a
17 device for an aircraft before?

18 MR. BEHRE: Objection, vague and
19 ambiguous, relevance, temporal scope.

20 A. Can you explain what do you mean
21 by creation? Build it physically?

22 Q. Yeah.

1 A. No, I have not built physically,
2 but I have been involved in creation of,
3 not physical creation, of a hush kit to
4 reduce the noise, and also conversion of
5 the passenger aircraft to cargo and other
6 modification.

7 Q. Is AeroTech still operating
8 today?

9 A. No.

10 Q. Do you know when it ceased
11 operations?

12 A. I don't remember.

13 Q. Do you know why it went out of
14 business?

15 A. Fuel prices came down and they
16 couldn't sell.

17 Q. You sure it didn't have to do
18 with Bob Rau dying?

19 A. No. Bob Rau died long after
20 that.

21 Q. Okay. Do you know when AeroTech
22 ceased operations?

1 A. I do not remember.

2 Q. Was it before 2016?

3 A. I really don't remember.

4 Q. You were not the sole shareholder
5 of Aerotech, were you?

6 A. I was not.

7 Q. What percentage did you own?

8 A. In the beginning -- I don't
9 remember, but there was also another
10 shareholder came in. My share was reduced.

11 Q. It was you and Bob Rau?

12 A. In the beginning.

13 Q. All right. And then there were
14 two other shareholders after that, right?

15 A. Right.

16 Q. And you don't recall who they
17 were?

18 A. I recall one of them.

19 Q. Who was that?

20 A. That was my nephew.

21 Q. What is his name?

22 A. Farhad.

1 Q. Farhad Azima?

2 A. Yes.

3 Q. How about Caucas International --

4 A. Yes.

5 Q. -- LLC?

6 A. Yes.

7 Q. What was its business?

8 A. Logistics.

9 Q. Where?

10 A. Afghanistan.

11 Q. Okay. Did it have employees?

12 A. Either employees or contractors.

13 Q. Okay. It had officers and

14 directors other than yourself?

15 A. Two other people.

16 Q. Fadi --

17 A. -- and Rami Abuhamdeh.

18 Q. Are you related to them?

19 A. I'm not related to them.

20 Q. Okay. Is Caucas International

21 LLC still operating?

22 A. They are not operating.

1 Q. Do you know when it ceased
2 operations?

3 A. A few years ago. I don't exactly
4 remember.

5 Q. Before 2016?

6 A. I do not remember. I cannot
7 recall.

8 Q. Do you know why it ceased
9 operations?

10 A. There was no business.

11 Q. No more business in Afghanistan?

12 A. Correct.

13 Q. What percentage ownership did
14 Fadi and Rami Abuhamdeh and yourself own?

15 A. Fadi and Rami each owned 33
16 percent. And I owned 34 percent. You
17 couldn't divide 1 by 3.

18 Q. You're familiar with Shollar
19 Bottling Company, right?

20 A. Indeed, I am.

21 Q. And what did it do?

22 A. They bottled water.

1 Q. In Azerbaijan?

2 A. That's right.

3 Q. It had many employees, I assume?

4 A. It did, yes.

5 Q. It had officers and directors
6 other than yourself?

7 A. It has a -- it was -- the entity
8 was Azerbaijan entity. It has employees.
9 Sorry -- the entity was an Azerbaijan
10 entity. It has employees.

11 Q. Okay. Is it still operating?

12 A. It is not, no.

13 Q. Do you know when it ceased
14 operations?

15 A. I think it was around maybe
16 someplace between '12 and '14.

17 Q. 2012 and 2014?

18 A. In that range, yes.

19 Q. Okay. Do you know why it ceased
20 operations?

21 A. Lack of management. We don't
22 have people to run it.

1 Q. Okay. Did you own any portion of
2 that company?

3 A. Majority.

4 Q. Okay. But you have other
5 shareholders?

6 A. Two minority. Both have 5
7 percent. There are two other shareholders.
8 One had 5 percent, one 10 percent.

9 Q. Do you recall the names of the
10 other shareholders?

11 A. One -- the 10 percent owner, his
12 name was Pirouz, P-i-r-o-u-z. Last name,
13 Khanlou, K-h-a-n-l-o-u.

14 Q. Okay. You weren't managing the
15 company, right?

16 A. No.

17 Q. Are you familiar with ALG
18 Transportation Inc.?

19 A. I am.

20 Q. Okay. And that's a different
21 company than ALG Aviation LLC, correct?

22 A. That company has been existing

1 for 40-plus years. I don't know whether
2 one took over the other one or one became
3 one. But the company right now is -- I
4 believe it's a Subchapter S corporation.

5 Q. All right. And that is ALG
6 Transportation Inc.?

7 A. Yes.

8 Q. Okay. So when we refer to ALG,
9 we're referring to ALG Transportation Inc.
10 in the context of this litigation, correct?

11 A. Correct.

12 Q. Now for ALG, you're the sole
13 shareholder, right? Or am I wrong?

14 A. I never say you're wrong. I
15 might say you're not right, but I'm too
16 polite to say you're wrong.

17 Q. Okay. Am I incorrect to saying
18 you are the sold shareholder of ALG
19 Transportation?

20 A. I believe I am.

21 Q. What leads you to not be certain?

22 A. Because I have not seen the

1 ownership document for years.

2 Q. Well, did you start the company?

3 A. Yes, I did.

4 Q. Did you sell a piece of the
5 company to anybody?

6 A. Did I sell a piece of the company
7 to anybody?

8 I am not sure in the beginning,
9 there that was just me. There were others.
10 I don't even recall that. At present time,
11 I own 100 percent of the company.

12 Q. Okay. So can we --

13 A. 44 years ago, I don't remember
14 for all those years.

15 Q. All right. But this century,
16 you've owned all of it?

17 A. This century?

18 Q. Yes. Since 2000?

19 A. Yes.

20 Q. Okay.

21 A. I'm older. I didn't realize --
22 you start mentioning by century, my age.

1 Q. Okay. Do you have the ownership
2 documents for all of these entities that
3 I've asked you about?

4 A. In my pocket?

5 Q. No.

6 A. I'm sure that my office has it.

7 Q. Now ALG had officers other than
8 yourself between 2009 and 2016, correct?

9 A. Yes.

10 Q. And it had numerous employees,
11 right?

12 A. Yes.

13 Q. Okay. Now its sole business
14 right now is leasing a Hawker XP -- 400XP,
15 right?

16 A. And manages the other businesses.

17 Q. Okay. What other business does
18 it manage?

19 A. Just the general other businesses
20 that I have, they manage.

21 Q. Okay. That currently exist?

22 A. Yeah.

1 Q. Are you familiar with EMA
2 Logistics Services Company?

3 A. Yes, I am.

4 Q. Okay. Now you didn't own any
5 piece of that company?

6 A. I did not.

7 Q. You did not.

8 And you were not an officer or
9 director of that company between 2008 and
10 2017, were you?

11 A. I was not.

12 Q. Did you have any confidentiality
13 agreements with EMA Logistics Services, you
14 personally?

15 A. EMA was a joint venture partner
16 with Caucas, I'm talking, a operation in
17 Afghanistan. And if there was a
18 confidentiality -- we normally don't
19 require confidentiality with the partners
20 if we know and we trust. I am not sure its
21 existence. If it was, I am not aware of
22 it.

1 Q. Okay. But you usually don't
2 require them with your partners?

3 A. It depends if I know them
4 personally or if I -- in general, we
5 require with people that we don't know.

6 Q. Okay. But you knew EMA?

7 MR. BEHRE: Objection, vague and
8 ambiguous.

9 A. My partners know well EMA.

10 Q. Okay. And that would be Fadi and
11 Rami Abuhamdeh?

12 A. Fadi and Rami Abuhamdeh.

13 Q. So you don't have any
14 confidentiality agreements between yourself
15 and Fadi Abuhamdeh because you knew them,
16 right?

17 A. Very well.

18 Q. Okay. You didn't have one with
19 RAK because you knew them?

20 A. They were government.

21 Q. Because they were government,
22 right.

1 You didn't have one with the
2 government of Georgia?

3 A. They are government.

4 Q. You didn't have one with the
5 government of Jamaica?

6 A. They are government.

7 Q. You didn't have one with the
8 government of South Sudan?

9 A. I didn't do business with the
10 government of South Sudan.

11 Q. Okay. And you did not have
12 confidentiality agreements with ANHAM
13 because Rami and Fadi knew them well as
14 well?

15 A. No, that is not the case. ANHAM
16 was a prime contractor with DLA, Defense
17 Logistics Agency.

18 (Reporter clarification.)

19 A. ANHAM was a prime vendor, p/v, to
20 the Department of Defense -- Defense
21 Logistic Agency, DLA. And in so doing
22 business it's assumed that you're doing

1 business with government.

2 Q. Okay. So I just want to make
3 sure I understand.

4 When you're doing business with a
5 prime contractor like ANHAM, who does
6 business with a different government, you
7 treated it as if you were doing business
8 with the government and therefore did not
9 require any confidentiality agreements?

10 MR. BEHRE: Objection,
11 mischaracterizes the testimony.

12 A. That is not what I said.

13 Q. Okay. So please help me
14 understand.

15 A. You're governed by certain rules
16 and regulations when you're doing business
17 with government as a contractor or a
18 subcontractor or with a prime vendor. So
19 those rules are pretty strict. Those rules
20 are very much very strict. They're narrow.

21 Q. So you didn't require -- you
22 personally did not have a confidentiality

1 agreement with ANHAM either?

2 A. I did not do personal business
3 with ANHAM. The company did.

4 Q. Okay. But the company didn't
5 require it because it was a prime vendor of
6 DLA?

7 A. I do not know the answer to that.

8 Q. Okay.

9 A. I was not a managing partner of
10 the company.

11 Q. Okay. Did you own any part of
12 ANHAM?

13 A. No.

14 Q. Were you an officer or director
15 of that company between 2008 and 2017?

16 A. No.

17 Q. Are you familiar with the company
18 called Gilan Gabala Canning Factory LLC?

19 A. I've seen the quote to us, but
20 I'm not familiar with it. They have made
21 some quotation to Caucas, but I am not
22 familiar with the company.

1 Q. Are you sure it was Caucas? Or
2 Shollar Bottling?

3 A. I think they were doing a project
4 together jointly, but I am not -- that was
5 not my -- I did not handle the project.

6 Q. Okay. You also didn't own any
7 part of that company?

8 A. No.

9 Q. You weren't a director or officer
10 of that company between 2008 and 2017
11 either?

12 A. Which company again one more
13 time?

14 Q. Gilan Gabala Canning Factory.

15 A. No, none.

16 Q. And of course you didn't have any
17 confidentiality agreements or nondisclosure
18 agreements with that company?

19 A. When -- I did not, but I believe
20 Caucas, when they entered the court, they
21 have some arrangements. I'm not -- I don't
22 remember that.

1 Q. But you're not certain?

2 A. Sorry?

3 Q. You don't know?

4 A. I don't remember that.

5 Q. Okay. Are you familiar with a
6 company called Pahlad Food MMC?

7 A. The same.

8 These are all trying to put the
9 proposal together for the supply through
10 the northern road to Afghanistan, and they
11 did not materialize.

12 Q. Okay. So you had no
13 confidentiality agreement with that company
14 either?

15 A. I did not run that company. I do
16 not know whether they existed or not.

17 Q. Okay. You did not own a portion
18 of Pahlad Food either, right?

19 A. I did not.

20 Q. And you were not an officer or
21 director of the company between 2008 and
22 2017, correct?

1 A. At no time I was officer or
2 director of that company.

3 Q. Okay. Are you familiar with a
4 company called UniTrans.

5 A. I know the company UniTrans.

6 Q. Okay. What is its connection
7 with EMA?

8 MR. BEHRE: Objection, vague and
9 ambiguous.

10 A. I don't exactly know, but they
11 were all part of the ANHAM group.

12 Q. All right. And you didn't own
13 any part of UniTrans?

14 A. I did not.

15 Q. And you weren't an officer or
16 director between 2008 and 2017?

17 A. I was not.

18 Q. You also didn't have any
19 confidentiality agreement or nondisclosure
20 agreement with UniTrans?

21 A. I did not run that company.

22 Q. Is that a "no"?

1 A. I said I don't know.

2 Q. No, I'm asking about you
3 personally.

4 A. Personally, I did not have
5 directly involvement with them. The answer
6 is no.

7 Q. Are you familiar with a company
8 named TRAKS LLC?

9 A. I've seen their name, but I don't
10 have familiarity with them. I am not
11 familiar.

12 Q. Okay.

13 A. Long time ago.

14 Q. You obviously you didn't own any
15 part of that company?

16 A. I did not.

17 Q. You weren't a director or an
18 officer of that company between 2008 and
19 2017?

20 A. I was not.

21 Q. Are you familiar with Lider
22 International Logistics?

1 A. How do you spell that?

2 Q. L-i-d-e-r.

3 A. Is that an Azerbaijan company?

4 Q. I don't know.

5 A. I vaguely remember that. Yes, I
6 remember the name.

7 Q. Okay. But you didn't own a part
8 of it?

9 A. I did not.

10 Q. You weren't an officer or
11 director between 2008 and 2017?

12 A. I was not.

13 Q. And you personally did not have
14 any nondisclosure agreement or
15 confidentiality agreement with that
16 company?

17 A. I did not.

18 Q. Okay. Are you familiar with a
19 company called Habaab Co.?

20 A. The same answer.

21 Q. What about Iveco, I-v-e-c-o?

22 A. I don't recall the name.

1 Q. What about Linder & Fisher.

2 A. I don't recall the name.

3 Q. Do you know who Umed Juraev is,
4 J-u-r-a-e-v?

5 A. How do you spell the first name?

6 Q. Umed, U-m-e-d.

7 A. Vaguely.

8 Q. Okay.

9 A. I don't exactly remember that.
10 Vaguely, I know the name.

11 Q. Okay. Do you know who Mehrdad
12 Khonsari is?

13 A. I do.

14 Q. Who is he?

15 A. He was a principal of EMA.

16 Q. Okay. And he didn't work for you
17 or any of your companies --

18 A. No.

19 Q. Okay. Ever?

20 A. No.

21 Q. Okay. Do you know who Ganesh
22 Inkhiya is?

1 A. I do.

2 Q. Who is he?

3 A. He was general manager of one of
4 my hotels. Later on, general manager of
5 Shollar.

6 Q. So he was the one running the
7 company, right?

8 A. At some point.

9 Q. Which hotel was he the GM at?

10 A. Grand Europe.

11 Q. Where is that located?

12 A. Baku, Azerbaijan. That was the
13 first five-star hotel built in Azerbaijan.

14 Q. Okay. Let's go back to Exhibit
15 40, which are those are your answers, your
16 sworn answers.

17 MR. BEHRE: It's this one right
18 here (indicating).

19 BY MR. KAPLAN:

20 Q. Okay. Turn to page -- we're
21 going to go back to page 8, if you don't
22 mind.

1 So if you remember, earlier, we
2 went through this and you agreed with me
3 that the answer, this particular statement
4 is the same for every single one of the 39?

5 MR. BEHRE: Objection,
6 mischaracterizes the testimony.

7 BY MR. KAPLAN:

8 Q. Which is "Plaintiff is an owner
9 of this trade secret."

10 Right? That is your answer as to
11 each of the trade secrets identified?

12 MR. BEHRE: Objection. That is
13 not his answer.

14 BY MR. KAPLAN:

15 Q. Is that not your answer?

16 A. It is my answer.

17 Q. Okay. But you write or your
18 lawyers wrote on your behalf --

19 A. Right.

20 Q. -- but you signed as being true
21 that you are an owner.

22 Does that mean there are other

1 owners of any of these trade secrets?

2 A. It could be my company and I.

3 Q. Okay. So if that's the case,
4 does your ownership --

5 A. I said it could be. I didn't say
6 always the case.

7 Q. I understand that. And we'll go
8 through them.

9 But to the extent that is the
10 case, does that mean that your ownership
11 derives from being an owner of the company?
12 Is that what that means?

13 A. Or the vice versa.

14 Q. How would it operate vice versa?

15 A. It depends what the -- if it was
16 intellectual property or it is asset.

17 Q. Well, we are talking about trade
18 secrets specifically.

19 A. Well, which trade secrets are you
20 talking about?

21 Q. Just in general.

22 Let me go back.

1 A. There is no general in this case.

2 Q. Yeah, but there is.

3 So let me go back and try it this
4 way, okay?

5 You answered as to every single
6 one of your trade secrets that -- your
7 alleged trade secrets, that you are an
8 owner. And I asked you, okay, does that
9 mean there's others? And you say there
10 could be. It could be you and your
11 company.

12 A. Correct.

13 Q. And then you said or vice versa?

14 A. Right.

15 Q. So I want to understand what you
16 mean generally by "vice versa."

17 MR. BEHRE: Objection,
18 mischaracterizes the testimony in
19 regard to at least trade secret 20, 21,
20 26, 27, 28, 29, and I think that's it.

21 MR. KAPLAN: That's fair. I'll
22 withdraw as to those particular trade

1 secrets.

2 A. If my Rolodex --

3 Q. I'm not talking about Rolodexes.

4 Your lawyer just objected about those. So

5 let's forget about the Rolodexes, okay?

6 A. All right.

7 Q. When you say that you are an

8 owner of the trade secret --

9 A. Right.

10 Q. Not Rolodex.

11 A. Right.

12 Q. Right?

13 And you say, well, it could also

14 be -- your company could also own it?

15 A. If I acquire the company --

16 Q. Yeah.

17 A. -- then those trade secrets are

18 mine.

19 Q. Okay.

20 A. I acquired them.

21 Q. Okay.

22 A. If it is my company I formed or I

1 have created and that's mine. So this is a
2 two-way relation there.

3 Q. Okay.

4 Now you have -- aside from, what
5 is it, 20, 21, 26, 27, 28 and 29, you have
6 stated that each of these interrogatories
7 relate to one of your companies. That
8 would be either HeavyLift, Brownies,
9 Smokehouse, Aerotech, Caucas, ALG or
10 Shollar, right?

11 A. Brownies is not my company.

12 Q. Okay. Well, why don't you look
13 at the bottom of page 8.

14 A. I'm sorry?

15 Q. Would you read your answer for
16 trade secret number 3, starting at the
17 bottom of page 8. And then I'd like to
18 talk to you about it.

19 (Document review.)

20 A. I did read that.

21 Q. Well, you say that you owned JFJ,
22 which partially owns BGL. And then you go

1 on to say, "Plaintiff owns all documents
2 and information generated by his
3 companies."

4 You're not referring to BGL
5 there, correct?

6 A. I'm referring to the nature of a
7 business that involved these companies. If
8 it is prepared under my direction, if it
9 was prepared with my input and used my
10 knowledge in the industry, then that I
11 considered to be trade secret.

12 Q. Okay. Now so that would mean
13 each of the entities, including Brownies
14 Global Logistics, that are referenced in
15 your interrogatories; again, I'll go
16 through them HeavyLift, Brownies,
17 Smokehouse, Aerotech, Caucas, ALG and
18 Shollar, each of those companies used your
19 trade secrets, right?

20 A. To the extent that I had my input
21 and they were prepared under my direction,
22 yes.

1 Q. Okay. Each one of those entities
2 had access to the trade secrets that
3 related to them, right?

4 A. The companies inherently own
5 their own or I owned them. But the
6 question of my ownership interest in the
7 company, if it was proprietary under my
8 direction, they were mine.

9 Q. That's not what I asked.

10 A. What did you ask?

11 Q. What I asked was whether these
12 entities, HeavyLift, Brownies, Smokehouse,
13 Aerotech, Caucas, ALG Transportation Inc.
14 and Shollar had access to your trade
15 secrets which related to them?

16 MR. BEHRE: Objection, calls for
17 a legal conclusion, compound question,
18 vague and ambiguous.

19 A. The ownership relating to
20 intellectual property, my knowledge, my
21 formation, my creation of those belonged to
22 me.

1 Q. That's not my question. I
2 recognize that that is your position.

3 A. Yeah.

4 Q. All right.

5 A. So what is the question?

6 Q. The question is whether the
7 companies that used or for whom you created
8 trade secrets, they had access to them,
9 right?

10 A. Not without my permission.

11 Q. Okay. That's fair.

12 But then that is, yes, they all
13 had access?

14 A. Not necessarily.

15 Q. Okay. So you're telling me that
16 Brownies Global Logistics didn't have
17 access to the trade secret that you
18 referenced as trade secret number 3?

19 A. Brownies had a very -- my company
20 to JFJ had a very small part of that.

21 Q. Okay. But they had -- you have
22 alleged and you have stated under oath that

1 there was a trade secret belonging to you

2 that --

3 A. That is the formation -- sorry
4 for the interruption.

5 Q. That relates to Brownies Global
6 Logistics.

7 Is it your position that Brownies
8 Global Logistics never had access to those
9 trade secrets?

10 A. The financials prepared under my
11 direction, they were my trade secrets. The
12 projection, financial cost, evaluation,
13 personnel, they were all trade secrets.

14 Q. Okay. But Brownies had access to
15 them, right?

16 MR. BEHRE: Objection, vague as
17 to "them."

18 A. I did not engage with Brownies
19 directly. I don't know the answer to that.

20 Q. You don't know?

21 A. The management of the company,
22 the management of JFJ, which I was not a

1 managing partner, they handled it.

2 Q. Okay. So JFJ had access to your
3 trade secrets?

4 A. JFJ had access to -- yes, that
5 was a part of my company.

6 Q. Okay. And you don't know whether
7 JFJ gave those trade secrets to be used by
8 Brownies?

9 A. JFJ did not give anything to
10 Brownies. Brownies, from my understanding,
11 was a joint venture partner in preparation
12 of the contract that we did. Therefore the
13 -- and that contract was with the U.S.
14 government. So it was -- I presume it was
15 protected.

16 Q. Okay. Do you have any
17 nondisclosure agreement with your partners
18 at JFJ?

19 A. I don't know. I don't know that.

20 Q. Okay. What steps did you
21 personally undertake to maintain the
22 secrecy of your trade secrets with regards

1 to those provided to JFJ?

2 A. JFJ was formed with the three
3 people that -- in addition to me, there
4 were two other people. One was a naval
5 officer that who just retired. And another
6 business associate, I've known him for 34
7 years at that time, at least for 30 years,
8 so I did not require any confidentiality.
9 But they required with others
10 confidentiality.

11 Q. You're certain?

12 A. I assume so.

13 Q. Okay. So HeavyLift, HeavyLift
14 used your trade secrets, right?

15 A. Yes.

16 Q. The trade secrets that you have
17 identified, some of at least --

18 A. Right.

19 Q. -- as those that my client
20 allegedly misappropriated, correct?

21 A. Stole.

22 Q. I'm sorry, stole.

1 A. Right.

2 Q. Okay. So HeavyLift had access to
3 your trade secrets, right?

4 A. HeavyLift did not have access to
5 my brain?

6 Q. So all the trade secrets are your
7 brain?

8 A. I didn't say all of them. You're
9 putting words in my mouth.

10 Q. I'm asking you.

11 MR. BEHRE: Mischaracterizes the
12 testimony.

13 BY MR. KAPLAN:

14 Q. Well, let's talk about HeavyLift.

15 A. Right. Let's talk about
16 HeavyLift.

17 Q. Okay.

18 A. What do you know about HeavyLift?

19 Q. I don't know anything.

20 A. Good.

21 Q. Let's talk about it.

22 A. Let's talk about it.

1 Q. You're going to educate me.

2 A. I haven't got enough time nor
3 that many years left in my life.

4 Q. You have alleged that HeavyLift
5 -- let's look at trade secret number 1.
6 These are your own words, sir.

7 Trade secret number 1, and we'll
8 get into it, but it's, "Plaintiff is an
9 owner of this trade secret. It is a
10 financial forecast related to one of
11 plaintiff's companies, HeavyLift
12 International. Plaintiff owns all
13 documents and information generated by his
14 companies."

15 Right?

16 A. Fair.

17 Q. Okay. So with regard to the
18 trade secrets that you are alleging that my
19 client stole related to HeavyLift, did
20 HeavyLift have access to those trade
21 secrets?

22 Of course they did. They used

1 it.

2 MR. BEHRE: Well, is that your
3 question or did you just answer your
4 own question?

5 BY MR. KAPLAN:

6 Q. Am I wrong?

7 A. I said I'd never say you're
8 wrong.

9 Q. Am I not right?

10 A. No, I didn't say that either.

11 Q. Okay.

12 A. I'm just thinking -- this is a
13 riddle or a question and answer?

14 Q. I think it's a riddle.

15 A. It is a riddle.

16 Q. But it's your own riddle, so I'm
17 trying to figure out the answer.

18 A. Good luck.

19 Q. That's why we're here, right?

20 You've got trade secrets in your
21 head.

22 A. Right.

1 Q. HeavyLift, at least with regards
2 to a substantial number of the trade
3 secrets that you have alleged my client
4 stole, you have alleged the following --
5 well, you have stated under oath that of
6 the 39 you identified on your chart, which
7 is the exhibit we looked at, number 1, 2,
8 12, 13, 14, 15, 16, 17, 19, 24, 34 and 35,
9 all, quote, relate to one of your companies
10 HeavyLift International, okay?

11 A. Okay.

12 Q. My question becomes: Didn't
13 HeavyLift have access to your trade
14 secrets, those particular trade secrets?

15 A. You're trying to hold back from
16 laughing. I'm doing the same thing.

17 Q. I'm actually not.

18 A. In that case, then repeat your
19 question one more time.

20 Q. Let me try it a different way.

21 Your trade secrets in your brain
22 were put on paper, correct?

1 A. At the time, yes.

2 Q. Okay. And those trade secrets
3 which were put on paper --

4 A. Right.

5 Q. -- a certain number of those?

6 A. Right.

7 Q. -- relate to HeavyLift?

8 A. Correct.

9 Q. Okay. And those would be trade
10 secret numbers 1, 2, 12, 13, 14, 15, 16,
11 17, 19, 24, 34 and 35 as identified in
12 Exhibit 1 to your Interrogatory responses
13 that we've been looking at?

14 MR. BEHRE: Objection.

15 Before you answer, you need to
16 look at the document. This isn't a
17 memory test.

18 A. The question, let me look at one
19 more time.

20 Q. Look at number 1, the answer to
21 number 1?

22 A. What page? Page 8?

1 Q. Why don't we go off the record
2 while you're looking. I don't want to
3 waste more time. We're burning daylight
4 here.

5 THE VIDEOGRAPHER: Off the record
6 at 10:19.

7 (Recess is taken.)

8 THE VIDEOGRAPHER: Back on the
9 record at 10:33.

10 BY MR. KAPLAN:

11 Q. Okay. Mr. Azima, let's look at
12 trade secret number 1 on page 8 of your
13 interrogatories.

14 You say it's a financial forecast
15 related to one of plaintiff's companies,
16 HeavyLift International, right?

17 A. Let me read that, please.

18 (Document review.)

19 Q. It's literally one sentence.

20 A. I have read it.

21 Q. Okay. Now do I understand --
22 this was a -- trade secret number 1 was a

1 financial forecast for HeavyLift.

2 Was that my understanding?

3 A. They have financial forecast for
4 HeavyLift.

5 Q. And those financial forecasts
6 were reduced into a document form, correct?

7 MR. BEHRE: Objection, vague and
8 ambiguous.

9 BY MR. KAPLAN:

10 Q. Correct?

11 A. They are produced -- the forecast
12 of that document.

13 Q. Right.

14 And HeavyLift International used
15 that document?

16 MR. BEHRE: Objection, vague and
17 ambiguous.

18 BY MR. KAPLAN:

19 Q. Correct?

20 A. HeavyLift used the forecast
21 obviously for the purpose.

22 Q. Right.

1 So it obviously had access to it,
2 right, to use it?

3 Would you agree?

4 A. With my permission.

5 Q. Okay. But also this was the same
6 company that was owned by RAK, right?

7 A. Not all the time.

8 Q. Okay. Well, at this point in
9 time -- well, let me back up.

10 HeavyLift International had --
11 was allowed to use it with your permission?

12 What did you do to restrict
13 HeavyLift from disclosing these forecasts?

14 MR. BEHRE: Objection, vague and
15 ambiguous as to "it" and "these
16 forecasts." If you want to show him a
17 forecast, show him.

18 MR. KAPLAN: I will. Thank you.

19 A. HeavyLift's business was highly
20 compartmentalized. Not all documents were
21 available to everybody.

22 Q. Who was -- who were the financial

1 forecasts available to?

2 MR. BEHRE: Objection, vague and
3 ambiguous as to "the financial
4 forecast."

5 A. Can you tell me which forecasts.
6 All forecasts are not the same.

7 Q. Sure. We'll go through it.

8 Now you go on to say, "Plaintiff
9 owns all documents and information
10 generated by his companies," right?

11 That's your position?

12 A. If the company generates the
13 documents, obviously it owns it.

14 Q. The company owns it?

15 A. The company or those who authored
16 it owns it.

17 Q. What is the position -- well, I'm
18 sorry.

19 What is the basis for your
20 position that the person who authored a
21 document on behalf of a company owns it?

22 A. 40, 50 years of experience in the

1 industry; knowledge; relation, who do you
2 know; and years of experience in operating
3 airlines; and the relation that you have
4 throughout the world.

5 Q. Okay. And I don't think that was
6 the question that I asked, however --

7 A. Maybe I did not understand. You
8 asked what gives the ownership, what
9 creates the ownership of those trade
10 secrets or the documents, financial
11 forecasts.

12 Q. Let me try again, okay?

13 A. Please.

14 Q. I'm quoting your own words, here,
15 okay?

16 "Plaintiff owns..." that will be
17 you.

18 We understand that?

19 A. Yes.

20 Q. "Plaintiff owns all documents and
21 information generated by his companies."

22 Do you have any other basis,

1 other than what you just testified to, to
2 support that position?

3 A. Under who -- under my direction,
4 yes.

5 Q. Okay. So the only --

6 A. My input, my knowledge creates
7 those documents.

8 Q. Right.

9 And so your position is that
10 because your knowledge and input created
11 those documents, you own them even though
12 they were generated by a company?

13 MR. BEHRE: Objection, calls for
14 a legal conclusion, vague and
15 ambiguous.

16 A. The projections, the forecasts
17 comes from evaluation and a base of
18 knowledge. That base of knowledge is mine.

19 Q. Okay. And didn't you give that
20 base of knowledge to the company so that it
21 could create documents?

22 A. It created the document with my

1 knowledge and for the purpose for which it
2 was intended, not to be stolen and not to
3 be taken away by somebody else against my
4 will.

5 Q. Okay. Do you have any other
6 basis to support your contention that you
7 own all documents and information generated
8 by your companies?

9 A. Would you --

10 Q. Is there any other basis
11 whatsoever, other than what you just
12 testified to, to support your statement
13 that you own all documents and information
14 generated by your companies?

15 MR. BEHRE: Objection.

16 Are you asking him about trade
17 secret 1 from which you're reading?

18 MR. KAPLAN: I'm asking him,
19 period, if he has -- if he has any
20 other basis for the statement, period,
21 that he owns all documents and all
22 information generated by his companies,

1 plural, as he swore to under oath.

2 MR. BEHRE: You're reading from
3 trade secret number 1.

4 MR. KAPLAN: I'm reading from
5 every single trade secret except for
6 20, 21 --

7 MR. BEHRE: Okay. Objection,
8 compound.

9 MR. KAPLAN: Great.

10 MR. BEHRE: If you want to show
11 him a trade secret, show it to him.
12 But --

13 MR. KAPLAN: I'm showing him a
14 statement.

15 BY MR. KAPLAN:

16 Q. You made the statement under oath
17 that you own all documents and information
18 generated by all of your companies,
19 correct?

20 A. Those who are under my direction.

21 Q. Just bear with me.

22 You swore under oath that you own

1 all documents and information generated by
2 your companies, correct?

3 MR. BEHRE: Objection,
4 mischaracterizes the document you're
5 reading from. You read from trade
6 secret 1. Otherwise, compound.

7 BY MR. KAPLAN:

8 Q. Okay. Do you take the position
9 that you own all documents and information
10 generated by all of your companies?

11 A. I am taking a position that if it
12 was provided under my direction, with my
13 input and my knowledge, I own them.

14 Q. I don't think that was quite
15 responsive, but thank you.

16 Is there any company that you own
17 that you can think of that generated
18 documents that you don't own or the
19 information contained therein --

20 A. Can I show you --

21 Q. I'm not done.

22 -- to the extent they contain

1 your trade secrets?

2 MR. BEHRE: Objection, vague and
3 ambiguous.

4 A. Could I see that document you're
5 referring to?

6 Q. We'll go through it later, but
7 you made a statement, sir --

8 MR. BEHRE: No. The witness
9 asked for the exhibit. Give him the
10 exhibit.

11 A. I just don't know what you're
12 talking about. That is the problem.

13 MR. BEHRE: Yes, this is turning
14 into gamesmanship. If you're going to
15 show him a document, show it to him.

16 MR. KAPLAN: Oh, boy, that's
17 rich, Kirby. That's great.

18 MR. BEHRE: Okay. He asked to
19 see a document.

20 MR. KAPLAN: Sir, why don't we go
21 off the record and do me a favor. In
22 fact, I'll highlight it for you. I'll

1 show you where you testified under oath
2 as to every single trade secret
3 identified in response to Interrogatory
4 No. 5, all right? You can take all the
5 time you want. We'll go off the
6 record.

7 MR. BEHRE: No, we are not going
8 to go off the record.

9 MR. KAPLAN: Yeah, we are.

10 MR. BEHRE: You can go off the
11 record, but he ain't reading unless
12 he's on the record. If you want him to
13 synthesize evidence for you --

14 MR. KAPLAN: I don't.

15 MR. BEHRE: -- he does -- well,
16 that's what you're asking him to do.

17 BY MR. KAPLAN:

18 Q. Sir, I would like to go off the
19 record, and I'd like for you to read your
20 answers --

21 MR. BEHRE: He won't do that.

22 Q. -- to Interrogatory No. 5.

1 A. You heard what the man said.

2 Q. Yes, I heard that --

3 A. Okay.

4 Q. -- and I'm ignoring it, okay?

5 A. Then I'm not answering you. If
6 you want to be on the record, I will -- you
7 don't want to go off the record --

8 Q. I have got an idea. I would like
9 to go off the record. And give me
10 Exhibit 40.

11 A. I'm sorry?

12 Q. I would like to go off the
13 record. And then please hand me
14 Exhibit 40.

15 A. On the record or off the record?

16 Q. Off the record.

17 A. I'm not going to answer off the
18 record.

19 Q. I'm not asking you anything. I'd
20 like for you to hand me --

21 MR. BEHRE: He wants to go
22 highlight it and give you his

1 highlights.

2 MR. KAPLAN: Thank you. We'll go
3 off.

4 THE VIDEOGRAPHER: Off the record
5 at 10:42.

6 (Recess is taken.)

7 THE VIDEOGRAPHER: Back on the
8 record at 10:59.

9 BY MR. KAPLAN:

10 Q. Okay. Mr. Azima, I've handed you
11 back Exhibit 40, and I've highlighted a
12 specific sentence with regards to each
13 trade secret that you identified in
14 response to Interrogatory No. 5 except for
15 numbers 5, 20, 21, 22, 26, 27, 28 and 29,
16 okay?

17 Would you go through that and
18 confirm for me that the highlighted
19 sentence is the same as to each?

20 MR. BEHRE: Do you have a copy
21 for us?

22 A. For the first one --

1 Q. Just the sentence.

2 A. I can't read the sentence without
3 knowing the whole context.

4 Q. That is not the issue.

5 I want to solely -- we'll deal
6 with the content later. I just want you to
7 confirm for me right now that the sentence
8 which is highlighted is the exact same
9 words as to each. That's all I want
10 you to --

11 A. I can do it that way.

12 Q. Go for it.

13 MR. BEHRE: What page?

14 MR. KAPLAN: Starting on page 8.

15 (Document review.)

16 A. All are the same.

17 Q. They are the exact same sentences
18 as to each, correct?

19 A. Correct.

20 Q. Okay. Please read that
21 highlighted sentence for me.

22 A. "Plaintiff owns all documents and

1 information generated by his companies."

2 Q. Right.

3 So you would agree with me that
4 you didn't restrict that sentence to a
5 specific company, correct?

6 A. It says by companies.

7 Q. Right.

8 So your position is that you own
9 all documents and information generated by
10 your companies, right?

11 MR. BEHRE: Are you asking about
12 a specific trade secret?

13 A. I don't know which one you're
14 talking about.

15 Q. I'm not.

16 You wrote the exact same thing.
17 You swore under oath, period. You didn't
18 qualify it. You simply said that I own all
19 of the documents and information generated
20 by my companies.

21 MR. BEHRE: Let me make an
22 objection.

1 MR. KAPLAN: Just say

2 "objection." It's fine.

3 MR. BEHRE: I object to the way
4 you're treating this document. Each
5 of those --

6 MR. KAPLAN: I'm not treating the
7 document --

8 MR. BEHRE: Hold on.

9 Let me finish my objection.

10 Each sentence that you're reading
11 from relates to a specific trade
12 secret. If you want to show him the
13 trade secret, do so. But this is
14 inappropriate and it's unfair to the
15 witness.

16 BY MR. KAPLAN:

17 Q. So each of the trade secrets that
18 you have identified relates to certain
19 companies, correct?

20 A. Right.

21 Q. Okay. That would be HeavyLift,
22 Brownies, Smokehouse, Aerotech, Caucas, ALG

1 Transportation or Shollar Bottling,

2 correct?

3 A. How many companies are there?

4 Q. One, two, three, four, five, six

5 -- seven.

6 A. There are seven different types

7 of trade secrets, and I'm not going to

8 generalize them --

9 Q. Okay. So --

10 A. -- unless I see it.

11 Q. Sure.

12 So it's not your position, then,

13 that all of the documents and information

14 generated by HeavyLift are owned by you,

15 correct?

16 A. Did I say that?

17 Q. You did actually.

18 A. No, I did not say that. I said

19 each one of -- generalizing this as all the

20 same is not accurate. Show me each one and

21 I will talk about it.

22 Q. Okay. Understood.

1 I'll show you what has been
2 marked as Exhibit 1. Actually, let me go
3 back for a second.

4 Do you know who Alan Baird is?

5 A. Yes, I do.

6 Q. Who is he?

7 A. He was formerly general manager
8 and director of DHL in Bahrain.

9 Q. DHL?

10 A. DHL.

11 Q. Like the courier --

12 A. Courier company, yes.

13 Q. Okay. When did he cease being in
14 that role?

15 A. I don't recall the date.

16 Q. Was it before 2016?

17 MR. BEHRE: Objection, relevance.

18 A. I don't recall the dates.

19 Q. Okay. Did you have any
20 confidentiality agreements ever in place
21 with Mr. Baird?

22 MR. BEHRE: Objection, no

1 foundation.

2 A. I don't recall.

3 Q. Did you have any -- did you ever
4 have any confidentiality agreements in
5 place with Fadi Abuhamdeh?

6 MR. BEHRE: Asked and answered.

7 A. I'm sorry?

8 You asked that question before in
9 relation to Caucas, and I said that they
10 were business partners and I did not
11 require it.

12 Q. Okay. Same answer with regards
13 to Rami Abuhamdeh?

14 A. The same answer to Rami
15 Abuhamdeh, yes. They are business partners
16 of mine. They were.

17 Q. Did you personally have any
18 confidentiality agreements in place with
19 Caucas International?

20 MR. BEHRE: Objection to the
21 extent it asks questions outside of the
22 scope of this deposition which are the

1 trade secrets. If your question is
2 limited to the trade secrets, no
3 objection.

4 BY MR. KAPLAN:

5 Q. Do you have any agreements with
6 Caucas International Inc. that would
7 restrict its use of any of your trade
8 secrets to the extent that it came into
9 possession --

10 A. It was understood that -- by the
11 partners doing business with each other
12 then they will not use it for anything
13 else.

14 Q. Okay. And what is the basis for
15 your testimony that it was understood?

16 A. I know these people for years and
17 I trust them.

18 Q. Okay. Anything else?

19 A. And the corporate agreement that
20 we have signed as governing the relation,
21 it will, I believe -- I don't recall
22 exactly, but I think we will not compete

1 with each other or something like this.

2 Q. Okay.

3 A. It was a long time ago. I need
4 to see documents. You're asking me
5 something about 10 or 15 years ago and I
6 don't remember that.

7 Q. Okay. Well, do you know whether
8 that document to which you are referring
9 has been produced?

10 A. The corporate documents of what,
11 the formation of the Caucas? I have no
12 idea.

13 Q. Okay. Do you know which -- what
14 is the name of the document you're
15 referring to for Caucas?

16 A. The formation of LLC probably
17 have some restrictions. I don't know that.
18 I don't recall that. It was a long time
19 ago.

20 Q. Okay. Do you have any agreements
21 with ALG Transportation Inc. that would
22 require it to maintain the secrecy of your

1 trade secrets to the possession that it
2 came into contact with it?

3 A. ALG Transportation Inc. is a
4 company I own 100 percent, and I do not
5 recall confidentiality for myself.

6 Q. Okay. What about with any of
7 ALG's employees?

8 A. We have a confidentiality with
9 some and we have a nondisclosure with some.

10 Q. Okay. Do you have one with Ray
11 Adams?

12 A. For God's sake, I've known him
13 for 44 years. He worked for me. Why would
14 I do that? He's my group CFO.

15 Q. Okay. Do you know whether those
16 documents to which you are referring have
17 been produced?

18 MR. BEHRE: Objection, vague and
19 ambiguous as to the documents he's
20 referring.

21 A. What document are you referring
22 to?

1 Q. You just told me you have NDAs
2 for some employees of ALG and
3 confidentiality agreements for others.

4 MR. BEHRE: Objection, misstates
5 the testimony.

6 BY MR. KAPLAN:

7 Q. "We have confidentiality with
8 some and we have nondisclosure with some."

9 Those are the documents I'm
10 referring to.

11 A. Over the years in the past, yes.

12 Q. Okay. Have you produced them?

13 A. I don't know.

14 Q. Okay. Did you give them to your
15 lawyers?

16 A. I don't know if they have asked
17 for it either. You're talking about years
18 ago. You're talking about 40 years of
19 history and you expect me to remember
20 those?

21 Q. To the extent that anybody that
22 worked for Caucas International Inc. came

1 into possession of your trade secrets, what
2 measures did you take to maintain their
3 secrecy in those other persons' possession?

4 A. The company preserved and guarded
5 anything that was -- belonged to the
6 company.

7 Q. How?

8 A. In their premises.

9 Q. I am not sure what that means.

10 A. Premises.

11 MR. BEHRE: In the premises, in
12 the building.

13 A. In the offices, premises.

14 Q. Okay. And how did it protect the
15 information in the premises?

16 A. Normally, we had the files which
17 locked, fireproof, and any confidential
18 information goes there.

19 Q. Okay. Were there any
20 restrictions put in place within Caucas
21 International as to who can see documents
22 containing your trade secrets?

1 A. Only Fadi and Rami.

2 Q. Okay. Did anyone other than Fadi
3 and Rami work on creating the documents
4 containing your alleged trade secrets?

5 (Reporter clarification.)

6 Q. Did anybody other than Fadi and
7 Rami Abuhamdeh at Caucas International ever
8 contribute to documents that you allege
9 contained your trade secrets?

10 MR. BEHRE: Objection, improper
11 question without showing him the
12 document. It's vague and ambiguous
13 without a document in front of him.

14 A. I don't know which document
15 specifically you're referring to.

16 Q. Who was on the operations team at
17 ALG Transportation Inc. between 2007 and
18 2016?

19 A. Between?

20 Q. 2007 and 2016?

21 A. A lot of people.

22 Q. A lot of people.

1 Who was on the maintenance team
2 at ALG?

3 A. Joe Boini, Dave Hostetler. I
4 can't remember all the names. A lot of
5 people.

6 Q. The folks on the operations team,
7 were they required to sign NDAs or
8 confidentiality agreements?

9 A. Yes.

10 Q. Do you know whether they've been
11 produced?

12 A. In the setting of Ras Al Khaimah,
13 whatever was signed by HeavyLift or by NDA
14 related to that, they are in the offices of
15 Ras Al Khaimah ALG or -- ALG or HeavyLift
16 offices in emirates of Ras Al Khaimah in
17 United Arab Emirates.

18 Q. I do not understand what you're
19 saying. I'm sorry.

20 A. You asked a question if any of
21 those NDAs have been produced.

22 Q. No, I'm asking specifically with

1 regard to the NDAs that the members of the
2 operations team at ALG were required to
3 execute.

4 A. Those who related to the
5 operation in the Middle East, or office in
6 the Middle East, those involved in the
7 operation probably remained. I don't
8 recall that exactly. But normally if a new
9 person comes, the company required NDA or
10 the confidentiality NDA, nondisclosure,
11 some of those things.

12 Q. When did ALG Transportation Inc.
13 begin requiring that?

14 A. When we do sensitive work.

15 Q. No, what date?

16 A. I don't remember dates.

17 MR. KAPLAN: Kirby, did you
18 produce these NDAs and confidentiality
19 agreements that he's testified to with
20 regards to HeavyLift and ALG and
21 Caucas?

22 MR. BEHRE: Is it your position

1 they are within the temporal scope?

2 MR. KAPLAN: Yes, of course they
3 are.

4 MR. BEHRE: From -- what years?
5 Maybe I'm misunderstanding.

6 MR. KAPLAN: That's fine. Will
7 you agree not to produce them at trial
8 if you won't produce them now.

9 MR. BEHRE: I want to know what
10 "it" is.

11 MR. KAPLAN: He just testified
12 that there is NDAs and confis with
13 Caucas, with ALG, with HeavyLift, with
14 all the employees.

15 A. No, I didn't say all the
16 employees.

17 Q. Sorry.

18 MR. KAPLAN: With the operations
19 team.

20 A. Maybe with some. I said there
21 were some.

22 MR. KAPLAN: Let me say --

1 MR. BEHRE: We are not going to
2 do this on the record.

3 MR. KAPLAN: We are.

4 To the extent the confidentiality
5 agreements or nondisclosure agreements
6 exist between either ALG Transportation
7 Inc., HeavyLift or Caucas International
8 Inc. and any of its officers or
9 employees, are you refusing to produce
10 them?

11 MR. BEHRE: I'm not taking any
12 position.

13 MR. KAPLAN: Okay.

14 THE WITNESS: Kirby --

15 A. Counsel, I did not say with all
16 the company. You're talking about ALG.

17 Q. Okay. What companies don't have
18 NDAs or confidentiality agreements?

19 A. If there is any and you don't put
20 a document before me, I can comment.

21 Q. I don't have any. That's what
22 I'm trying to get at.

1 MR. BEHRE: That is enough
2 arguing, all right?

3 BY MR. KAPLAN:

4 Q. Mr. Azima, here is my problem --

5 MR. BEHRE: No. Hold on. Stop
6 arguing.

7 MR. KAPLAN: There is not a
8 question pending, sir. There's nothing
9 for you to --

10 MR. BEHRE: Stop arguing with the
11 witness.

12 BY MR. KAPLAN:

13 Q. Mr. Azima, maybe we can figure
14 this out together, seriously, because I am
15 at a loss because I am little confused.

16 You've told me now that you
17 believe -- and, listen, it was a long time
18 ago, so your memory may not be entirely
19 correct, it happens.

20 You believe that there were
21 confidentiality agreements or nondisclosure
22 agreements that ALG required of certain

1 employees, right?

2 A. At some point.

3 Q. At some point. And you don't
4 remember when. And I don't have any.

5 A. I don't believe you noted what I
6 said.

7 Q. That's what I'm saying. Maybe
8 I'm confused.

9 A. I said some of those, if it was
10 in relation to operation in the Middle
11 East, 2002 to 2012, they were left behind
12 at the offices of either HeavyLift or ALG
13 at Ras Al Khaimah.

14 Q. Okay. So that I'm clear, to the
15 extent that confidentiality agreements or
16 nondisclosure agreements were required to
17 be executed by any employees of ALG or
18 HeavyLift, you don't have those anymore?

19 MR. BEHRE: Hold on.

20 Objection, mischaracterizes the
21 testimony. And this has been repeated
22 where you mischaracterized what he

1 says.

2 A. That is not what I said.

3 Q. Okay. What did you say?

4 A. I said that in some employees, at
5 some point, sometimes, if there was some --
6 if they were confidentiality or NDA, it was
7 signed, they are still left in our Ras Al
8 Khaimah office in the Middle East, in Ras
9 Al Khaimah office of ALG or HeavyLift.

10 Q. Okay. Can you name a single
11 employee at either HeavyLift or ALG that
12 was required to sign an NDA?

13 MR. BEHRE: Objection as to
14 relevance to the extent they don't
15 relate to the trade secrets at issue.

16 A. I don't recall that.

17 Q. Okay. Did you have any
18 agreements in place with Aerotech Inc.
19 requiring, to the extent that it came into
20 possession of your trade secrets, that it
21 was required to maintain the secrecy?

22 MR. BEHRE: Objection as to

1 relevance to the extent it doesn't
2 relate to the trade secrets at issue.

3 A. I don't recall whether Aerotech
4 was acquired by AZRA. If it was acquired
5 by AZRA, it would become in-house.

6 Q. Explain, please.

7 A. Aerotech was a company I believe
8 AZRA purchased. Is that the company we
9 acquired? I don't recall.

10 You don't show me any document.
11 You want me to remember these things. I
12 don't.

13 Q. Well, I just want to know what
14 you did to maintain the secrecy of your
15 trade secrets --

16 A. But I don't know which one you're
17 tack talking about.

18 Q. Let me ask you this: Did you
19 take different measures depending on
20 different trade secrets?

21 MR. BEHRE: No, you know, this is
22 objectionable.

1 A. You are not getting anywhere.

2 MR. BEHRE: And you're
3 deliberately not showing the witness
4 the exhibits. You're making a
5 confusing record. It's unclear what
6 you're asking about. And you are
7 beyond the scope.

8 BY MR. KAPLAN:

9 Q. Mr. Azima, did you have an
10 ownership interest in AZRA LLC?

11 A. Yes, I did.

12 Q. How much?

13 A. I don't recall that.

14 Q. Majority?

15 A. No.

16 Q. Okay.

17 A. No. At no time was majority.

18 Q. Okay.

19 A. Nor was I the managing partner.

20 And I didn't run it day to day.

21 Q. You did not?

22 A. No.

1 Q. Did you have any agreements in
2 place with Brownies Global Logistics
3 requiring to the extent that it came into
4 possession of your trade secrets, that it
5 was required to maintain its secrecy?

6 MR. BEHRE: Same objection. If
7 it's limited to the trade secrets at
8 issue, fine. If not, objection.

9 A. I testified before that I did not
10 run the companies, nor I had any ownership
11 of it.

12 Q. Sir, did Brownies Global
13 Logistics come into possession of any of
14 the trade secrets that you contend my
15 client stole from you in this lawsuit?

16 A. Show me which one you're talking
17 about.

18 Q. Just in general. I'm asking --

19 A. I don't do generality.

20 Q. Did HeavyLift come into
21 possession of any of the trade secrets that
22 you allege my client stole in this lawsuit?

1 A. I don't know which one you are
2 talking about. HeavyLift did business for
3 many, many years, and it was in the Middle
4 East. It was all over the world.

5 Show me what you're talking about
6 so I can comment on that. You're testing
7 my memory. I'm 83 years young and I don't
8 remember everything.

9 Q. Did Smokehouse Barbecue come into
10 possession of any of your trade secrets?

11 A. I don't make barbecue sauce.

12 Q. Okay.

13 A. I do financials.

14 Q. Did Aerotech come into possession
15 of any of your trade secrets that you
16 allege my client stole from you in this
17 lawsuit?

18 MR. BEHRE: Objection,
19 foundation, vague and ambiguous.

20 A. I testified that I was not
21 managing neither AZRA nor Aerotech.

22 Q. Okay. So is that a no, Aerotech

1 never came into possession of any of your
2 trade secrets that you believe my client
3 stole from you?

4 MR. BEHRE: Same objection.

5 A. I don't know how to answer your
6 question because you're going around the
7 weather. And I stated very carefully, if
8 you have a document, if you want me to look
9 at it, read, comment, please put it
10 forward.

11 Q. Did Shollar Bottling come into
12 possession of any of the trade secrets that
13 you allege --

14 A. The same answer.

15 Q. Okay. The same thing for ALG
16 Transportation Inc.?

17 A. I need to know piece by piece the
18 document that you're talking about. Unless
19 you put a document before me -- this is not
20 a memory test. This is a deposition.

21 Show me document, I can deal with
22 it. Otherwise, we're going to sit here all

1 day and that is going to be an unproductive
2 day.

3 Q. I think today has been quite
4 productive so far.

5 A. I'm happy to hear it.

6 Q. I'm going to show you what was
7 marked as Exhibit 1, which are the numbered
8 pages consistent with what you have
9 identified as trade secret number 1 in the
10 chart attached to your interrogatories.

11 MR. KAPLAN: Kirby, they're the
12 same ones.

13 MR. BEHRE: Highlighting yours?

14 MR. HERBERT: Do you want them
15 highlighted?

16 MR. BEHRE: They're all
17 highlighted.

18 MR. KAPLAN: Yeah, no, that's
19 fine. That's okay. It's the exact
20 same exhibits as before.

21 MR. ROSENTHAL: I don't think so.

22 MR. HERBERT: No.

1 MR. KAPLAN: Well, they should
2 have been. We'll substitute for
3 non-highlighted versions because I'm
4 not going into it anyway.

5 BY MR. KAPLAN:

6 Q. This document contains your trade
7 secrets, right?

8 MR. BEHRE: Let the witness look
9 at it.

10 A. It says very clearly --

11 MR. BEHRE: Look at the exhibit
12 first before you talk about it --

13 A. Let me make the statement and
14 then I'll look at it.

15 With my limited English, I can
16 read it says "Strictly confidential. For
17 discussion purposes only."

18 By definition it's confidential.

19 Q. Okay. That might be, but does
20 this not contain your trade secrets?

21 A. If it does, it's confidential.

22 Q. That's not my question. I just

1 want to know whether in fact it does
2 contain your trade secrets?

3 A. That is my answer. If it is, it
4 contains my confidential information and if
5 it's my trade secret, it's confidential.
6 Because it says here clearly.

7 Q. Okay. What in that particular
8 document is your trade secret?

9 MR. BEHRE: Take the rubber band
10 off and look at the document.

11 THE WITNESS: Let me just try to
12 take the band off first, Counselor.

13 MR. BEHRE: Please do.

14 (Document review.)

15 A. Surely I don't have time to read
16 all this.

17 Q. Sir, you have identified that
18 entire document as a trade secret that
19 belongs to you.

20 A. This is confidential.

21 Q. Okay. Let's do it this way.

22 Do you agree with me that that

1 document is your trade secret?

2 A. It says -- yes. It is our seven
3 years financial forecasts.

4 Q. Okay.

5 A. And it is confidential.

6 Q. Okay.

7 A. And your clients stole it.

8 Q. I recognize that.

9 How do you know that my clients
10 stole that document?

11 A. Well, the whole world knows that.

12 Q. How? What is your proof?

13 A. What is my proof? We'll show it
14 in court.

15 Q. You're refusing to tell me right
16 now why it is that you believe why my
17 clients stole that particular document --

18 A. They did it.

19 Q. How do you know he did it?

20 A. Well, that's not the reason why I
21 am here.

22 Q. Well, no, but it is the reason

1 you are here. You are here to prove your
2 case. I am here to find out whether you
3 have any support for your allegations.

4 You have alleged in this lawsuit
5 that my client stole that document.

6 A. I saw the documents was in
7 possession of your client. Yes or no?

8 Q. No, I don't know.

9 A. You said you produced that.

10 Q. So --

11 A. That means your client had it.

12 Q. Okay. That's different than
13 stealing it, isn't it?

14 A. Well, how did he come into
15 possession of it?

16 Q. You tell me.

17 A. No, you tell me.

18 Q. Okay. Let's get back to the
19 actual document. I'm telling you, unless
20 you disagree with me, that you have
21 identified that entire document as your
22 trade secret?

1 A. It is entire document is
2 confidential strictly.

3 Q. Okay. Is it your trade secret?

4 A. You want me to read it one by one
5 and tell you?

6 Q. No, I'm telling you that you have
7 identified that entire document as your
8 trade secret.

9 A. I'm not going to --

10 Q. No, no, no, there is no
11 question --

12 A. Without looking at it, I don't
13 know if there is financial --

14 MR. BEHRE: Take your time and
15 look through the document before you
16 answer the question.

17 A. It's the responsibility --

18 (Simultaneous speaking.)

19 MR. KAPLAN: Guys, there is no
20 pending question. Stop arguing with
21 me, please.

22 A. You lower your goddamn voice. Is

1 that clear? Don't scream at me.

2 Q. Why are you so angry, sir?

3 A. I'm not angry. You're screaming
4 for no reason.

5 Q. Sir --

6 MR. BEHRE: Yeah, no, this is
7 inappropriate. You're badgering the
8 witness. You're yelling at him. And
9 you're not even letting him look at the
10 document. So stop the games.

11 MR. KAPLAN: Will you not
12 stipulate that is the trade secret that
13 you identified on his behalf that he
14 swore?

15 MR. BEHRE: It is.

16 MR. KAPLAN: Great.

17 BY MR. KAPLAN:

18 Q. So Mr. Azima, I am telling you --

19 MR. BEHRE: Give him time to look
20 at it.

21 MR. KAPLAN: I don't have a
22 pending question, okay?

1 BY MR. KAPLAN:

2 Q. Okay. The seven-year financial
3 forecast, what year is that?

4 MR. BEHRE: Take your time. Look
5 through the document.

6 MR. KAPLAN: It's right on the
7 front page.

8 MR. BEHRE: No, it doesn't
9 matter. He's going to look at the
10 exhibit in its entirety.

11 BY MR. KAPLAN:

12 Q. Sir, the front -- excuse me, sir.
13 Please go back to the front page.

14 MR. BEHRE: No. Look at the
15 exhibit --

16 MR. KAPLAN: I'll withdraw my
17 question. Kirby --

18 MR. BEHRE: No, I don't care.

19 MR. KAPLAN: Stop.

20 MR. BEHRE: Get her on the phone.

21 MR. ROSENTHAL: Let's go off the
22 record.

1 THE VIDEOGRAPHER: Going off the
2 record at 11:26.

3 (Recess is taken.)

4 THE VIDEOGRAPHER: Back on the
5 record at 11:31.

6 BY MR. KAPLAN:

7 Q. Mr. Azima, Exhibit 1 is dated
8 August 5th, 2010, correct?

9 A. Yes, I see that.

10 Q. Okay. Now RAK had already
11 acquired 51 percent of HeavyLift, correct?

12 A. I don't know the date, but I --

13 Q. Well, look at Exhibit 1C --

14 MR. BEHRE: Can he finish his
15 answer?

16 (Document review.)

17 BY MR. KAPLAN:

18 Q. It's on the first page, right at
19 the top. The next page. Next page.

20 It's December of 2009, right?

21 A. In that case, yes.

22 Q. So RAK had access to this

1 document, right?

2 MR. BEHRE: Objection,
3 foundation, calls for speculation.

4 A. No.

5 Q. Why not?

6 A. RAK did not have any operational
7 control over the aircraft -- I mean for the
8 airline, nor was it involved in its
9 business because of its nature.

10 Q. Well, didn't they appoint the
11 majority of the board members?

12 A. No.

13 Q. They didn't?

14 A. There were only two board
15 members.

16 Q. Let's go to Exhibit 1C.

17 A. Is this a deposition on behalf of
18 Mr. Del Rosso or RAK? Which one?

19 Q. If you turn to Section 4.4 of the
20 shareholder agreement that you signed with
21 RAK, all right?

22 A. Yes, I can.

1 Q. Let's do that.

2 There's four -- I'm sorry, five
3 board members, not two, right?

4 A. Which page?

5 Q. It's on page 8.

6 A. Page 8?

7 Q. Um-hmm.

8 (Document review.)

9 A. Yes.

10 Q. So 4.4.1, consists of five
11 members, three of whom shall be appointed
12 by RAK Trans.

13 A. But they did not.

14 Q. I'm sorry, they didn't ever
15 appoint anybody?

16 A. There was only one appointment.
17 There was only one director.

18 Q. And who is that?

19 A. Dr. Massaad.

20 Q. Okay. So did he have access?

21 A. No.

22 Q. You restricted Dr. Massaad --

1 A. They never came. And they allow
2 -- they left me alone to run the operation
3 and the company.

4 Q. But had they asked, they would
5 have been entitled to this, right?

6 MR. BEHRE: Objection, calls for
7 speculation. No foundation.

8 BY MR. KAPLAN:

9 Q. Would you have restricted them
10 from seeing these forecasts of their own
11 company --

12 MR. BEHRE: Objection, calls for
13 speculation --

14 Q. -- in 2010?

15 MR. BEHRE: -- no foundation.

16 A. It depends which document you are
17 asking.

18 Q. Exhibit 1. The forecast for
19 HeavyLift, a seven-year financial forecasts
20 for the company that they own 51 percent
21 of.

22 A. Correct.

1 Q. Okay. You didn't restrict them
2 from having access to this information, did
3 you?

4 MR. BEHRE: Objection, vague as
5 to who "they" is?

6 MR. KAPLAN: RAK. Sorry.

7 BY MR. KAPLAN:

8 Q. You didn't restrict RAK from
9 having access to the seven-year financial
10 forecast of the company that they were a
11 majority owner of, correct?

12 MR. BEHRE: Objection,
13 foundation. It's a different entity.

14 MR. KAPLAN: I'm sorry.

15 A. I think there is a bit --

16 Q. Sure.

17 HeavyLift International Airlines
18 is different than HeavyLift International
19 Airlines FZE?

20 A. That's the -- HeavyLift
21 International Airline was -- I don't know
22 -- recall the legal structure of it was

1 set, but HeavyLift International Airline,
2 one was set in Sharjah, I believe. It was
3 set up in Sharjah, United Emirates. But
4 this is approaching 20 years ago. 2004 it
5 was formed. So I don't remember the
6 details of it.

7 Q. Okay. Well, I asked you early on
8 when we were referring to HeavyLift
9 International or HeavyLift International
10 Airlines, remember we went through that
11 whole thing and you said that it all
12 referred to this company HeavyLift
13 International Airlines FZE?

14 MR. BEHRE: Objection,
15 mischaracterizes testimony.

16 BY MR. KAPLAN:

17 Q. Or am I mischaracterizing your
18 testimony?

19 MR. BEHRE: Objection.

20 A. No, you're not mischaracterizing.
21 What you're doing is testing my memory, and
22 I don't remember 20 years ago what

1 happened, which company was it.

2 Q. Oh, okay.

3 So you don't know who this was
4 provided to then?

5 MR. BEHRE: What is "this"?

6 MR. KAPLAN: Exhibit 1.

7 BY MR. KAPLAN:

8 Q. If you don't know which company
9 it was, how can you know which employees of
10 what company had access to it?

11 MR. BEHRE: Objection,
12 mischaracterizes the testimony.

13 A. HeavyLift International Airlines,
14 it was an operating company in UAE in
15 Sharjah. Then RAK acquired 51 percent and
16 they moved the company to Ras Al Khaimah.
17 Whether there was any change in the
18 structure of the company, I don't remember
19 that.

20 Q. Well, I'm a little confused
21 because you say that RAK bought 51 percent.

22 A. Right, of the shares.

1 Q. Of the shares. So they owned the
2 company.

3 Wherever it's located, does that
4 change the company?

5 A. I'm sorry?

6 Q. Let me ask you this: Is it your
7 position that HeavyLift International
8 Airlines is different than HeavyLift
9 International Airlines FZE?

10 A. FZ is the free zone company,
11 okay?

12 Q. Okay.

13 A. It originally started in Sharjah
14 and then when they acquired the shares of
15 51 percent, they moved the company to Ras
16 Al Khaimah from one Emirate to another
17 Emirate.

18 Q. And it became FZC?

19 A. I don't remember that.

20 Q. Okay. Let's look back at this
21 agreement.

22 A. I don't have the first agreement

1 to look at the difference.

2 Q. The first agreement with whom?

3 A. I don't know when you say the
4 HeavyLift International Airlines, I don't
5 know whether it was Sharjah company -- what
6 was the formation --

7 Q. All right. I recognize --

8 A. -- and the legal entity of
9 Sharjah company and later on became that
10 company. I don't remember that.

11 Q. Well, maybe I can refresh your
12 recollection.

13 Turn to page 2 of the share
14 purchase and shareholders agreement, if you
15 don't mind.

16 A. Page 2.

17 Q. Number 2, "HeavyLift
18 International Airlines FZE, a free zone
19 establishment, incorporated and licensed at
20 the Sharjah Airport International, free
21 zone UAE." *

22 A. Right. That's why I said that.

1 Q. Then go to paragraph 3 towards
2 the bottom. Do you see where it says, "The
3 company shall convert from a free zone
4 establishment to a free zone company"?

5 A. That's what I said. They moved
6 the company there, yes.

7 Q. Okay.

8 A. That's what I said.

9 Q. What I'm trying to understand
10 here is, this Exhibit 1C references a share
11 purchase and shareholders agreement for
12 HeavyLift International Airlines.

13 Exhibit 1 --

14 MR. BEHRE: Objection,
15 mischaracterizes the document. The
16 document is for FZE.

17 BY MR. KAPLAN:

18 Q. And then it got converted to FZE,
19 correct?

20 A. If it says it.

21 Q. Right.

22 Exhibit 1 refers to HeavyLift

1 International Airlines?

2 A. Right.

3 Q. So what I'm asking you is -- and
4 by the way, Exhibit C was signed in 2009.
5 The seven-year financial forecast reflected
6 in Exhibit 1 was from 2010.

7 In 2010, were there multiple
8 HeavyLift International Airlines?

9 A. HeavyLift International Airlines
10 was a name used for trade purposes. So
11 nobody looked at it with FZE, FZC
12 corporation or LLC. That was not the case.

13 Q. Okay.

14 A. So this is the trademark of
15 HeavyLift.

16 Q. Okay. Take a look at the second
17 highlighted portion on Exhibit 1. On the
18 right-hand side.

19 A. Of this one (indicating)?

20 Q. Yes -- no, no. The first page.
21 Do you see the second highlighted portion?

22

1

2

3

4

5 A. Right.

6 Q. Okay. And if you recall under
7 the purchase and shareholders agreement in
8 paragraph 3 under the "whereas," HeavyLift
9 International Airlines FZE was converted to
10 FZC, correct?

11 A. So that's what the document says.

12 Q. Okay. So Exhibit 1 is a
13 seven-year financial forecast for HeavyLift
14 International Airlines FZC, correct?

15 A. I don't know that.

16 Q. So why would there be reference
17 to HeavyLift International FZC?

18 A. I don't know the answer.

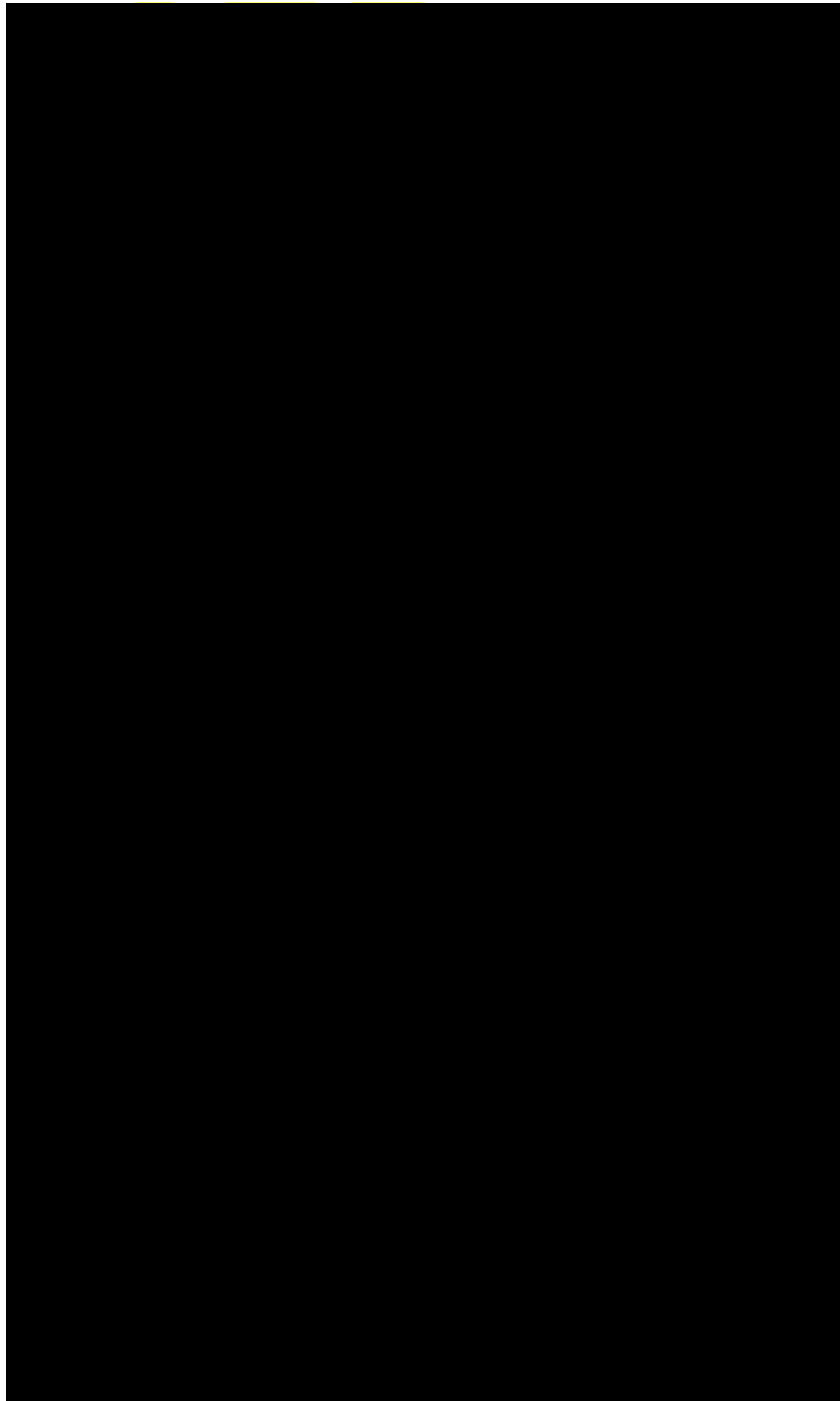
19

20

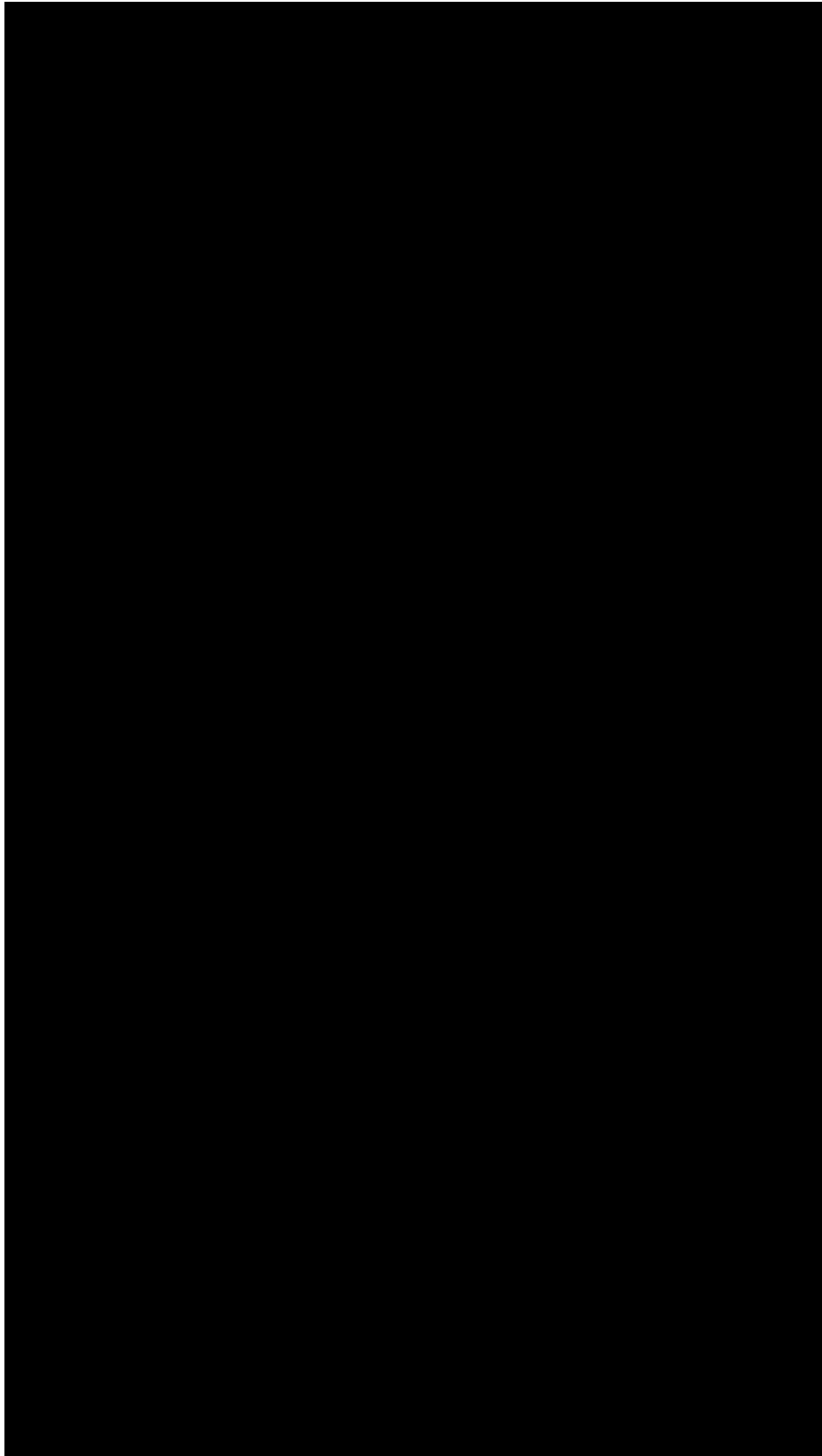
21

22

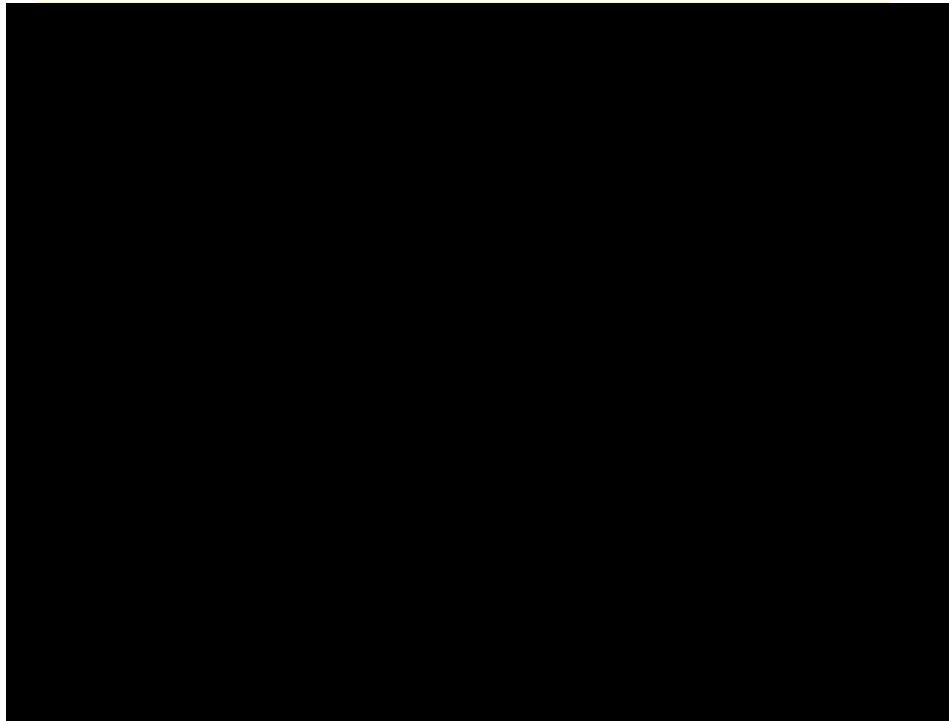
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10



11 Q. But the company went out of
12 business?

13 A. Which one?

14 Q. HeavyLift.

15 A. That was later than that.

16 Q. Okay. But it was before 2016?

17 A. Yes, because the schedule service
18 did not forth come and then there was no
19 more business in Afghanistan.

20 Q. Okay.

21 A. So if you remember that, I
22 mentioned that before, sir, that

1 HeavyLift's primary business went there to
2 start providing services because the
3 U.S.-registered aircraft could not go in
4 the aerospace of Afghanistan and Iraq. So
5 when they blocked all the shipment whether
6 to UAE, Bahrain, Kuwait or other countries
7 in the Middle East we did tranship.
8 Tranship. In other words, we picked up the
9 cargo and take it to the next destination
10 which nonU.S.-registered aircraft could
11 fly.

12 HeavyLift operated UAE-registered
13 aircraft, and therefore we served the
14 purpose to be able to supply our troops and
15 be able to provide what U.S.-registered
16 aircraft could not go. We filled that
17 role. That was our mission.

18 Q. Okay.

19 A. After Afghanistan came to an end,
20 obviously we had no other businesses.
21 Either we had to go to schedule service or
22 there was no business.

1 Q. Okay. So it's not like somebody
2 could compete with HeavyLift after it went
3 out of business obviously?

4 MR. BEHRE: Objection, calls for
5 speculation.

6 A. HeavyLift's value was its
7 license. It was only at the time, it was
8 the only UAE aircraft, 100 percent owned by
9 US citizen.

10 Q. So what happened to HeavyLift's
11 license after it went out of business?

12 A. When you stop operating it, the
13 certificate becomes dormant. And after a
14 period of time, it then becomes gone. And
15 we give that to HeavyLift -- we give that
16 to RAK at the time.

17 Q. Okay. So RAK -- when RAK wound
18 up obtaining the other 49 percent of
19 HeavyLift, it came to own all of
20 HeavyLift's assets, correct?

21 A. When HeavyLift ended up owning
22 100 percent of the aircraft, we transferred

1 it. By then the -- we transferred the
2 remaining 49 percent to HeavyLift.

3 Q. So this forecast, once it was
4 transferred to you, the forecast in 2010 --

5 A. But that time, I don't believe
6 the airline was operating. When we
7 transferred, there was no operating left.

8 Q. What did they obtain by getting
9 100 percent of HeavyLift's FZE?

10 A. Just the aircraft basically.

11 Q. Okay.

12 A. The aircraft owned by -- the
13 aircraft owned by HeavyLift, they ended up
14 owning it. We transferred the aircraft to
15 them.

16 Q. They also got all of HeavyLift's
17 documents and information?

18 A. They got HeavyLift's -- the
19 officers of the HeavyLift in Ras Al Khaimah
20 was taken over by them.

21 Q. When RAK took control of the
22 company?

1 A. No. When RAK -- when we had the
2 company in Ras Al Khaimah at their request,
3 then all the documents, to the extent that
4 was not compartmentalized, was left behind.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

10

11

12

13

MR. BEHRE: Objection,

14

mischaracterizes.

15

16

17

18

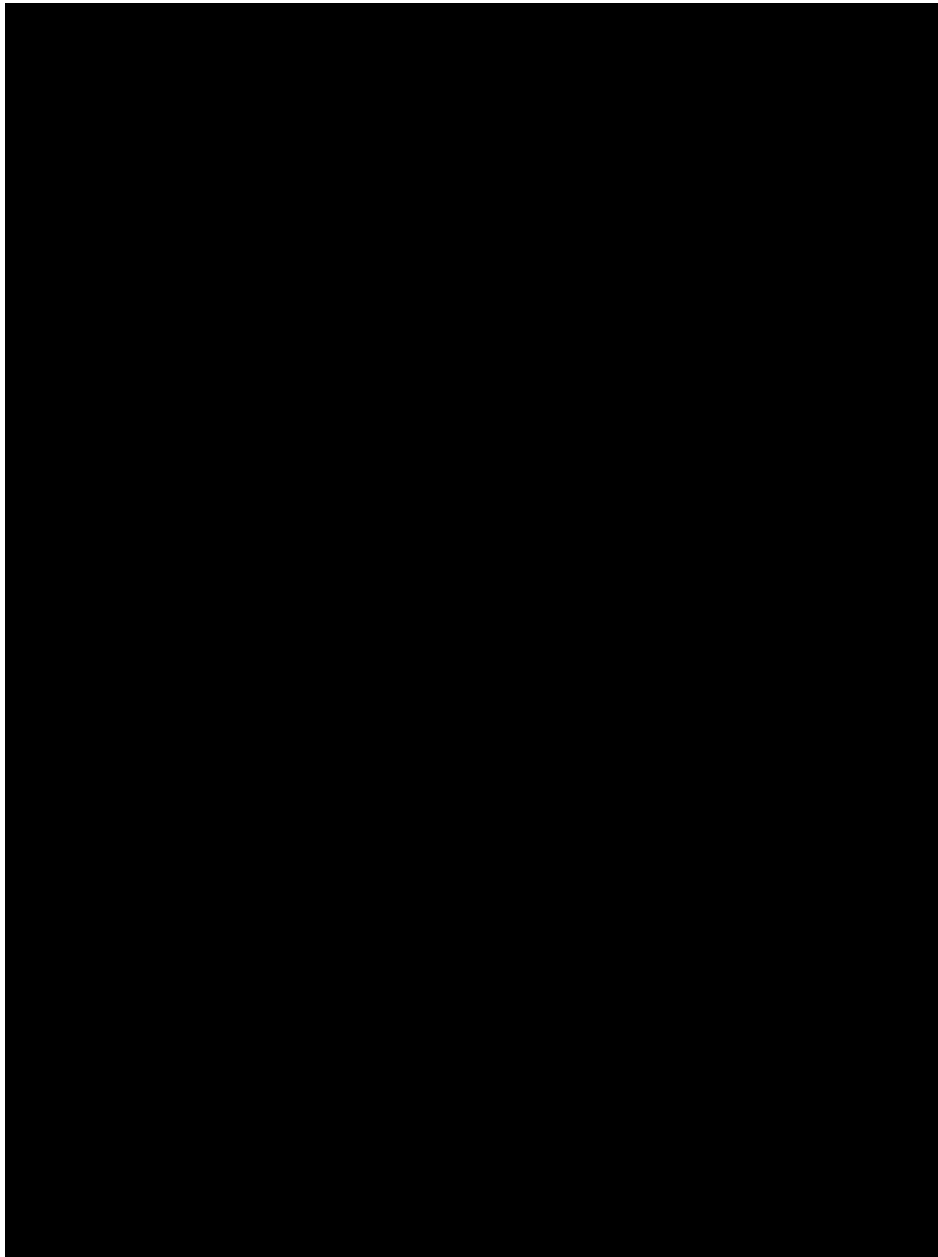
19

20

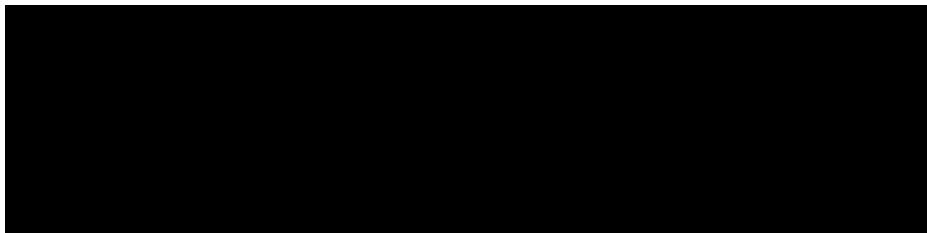
21

22

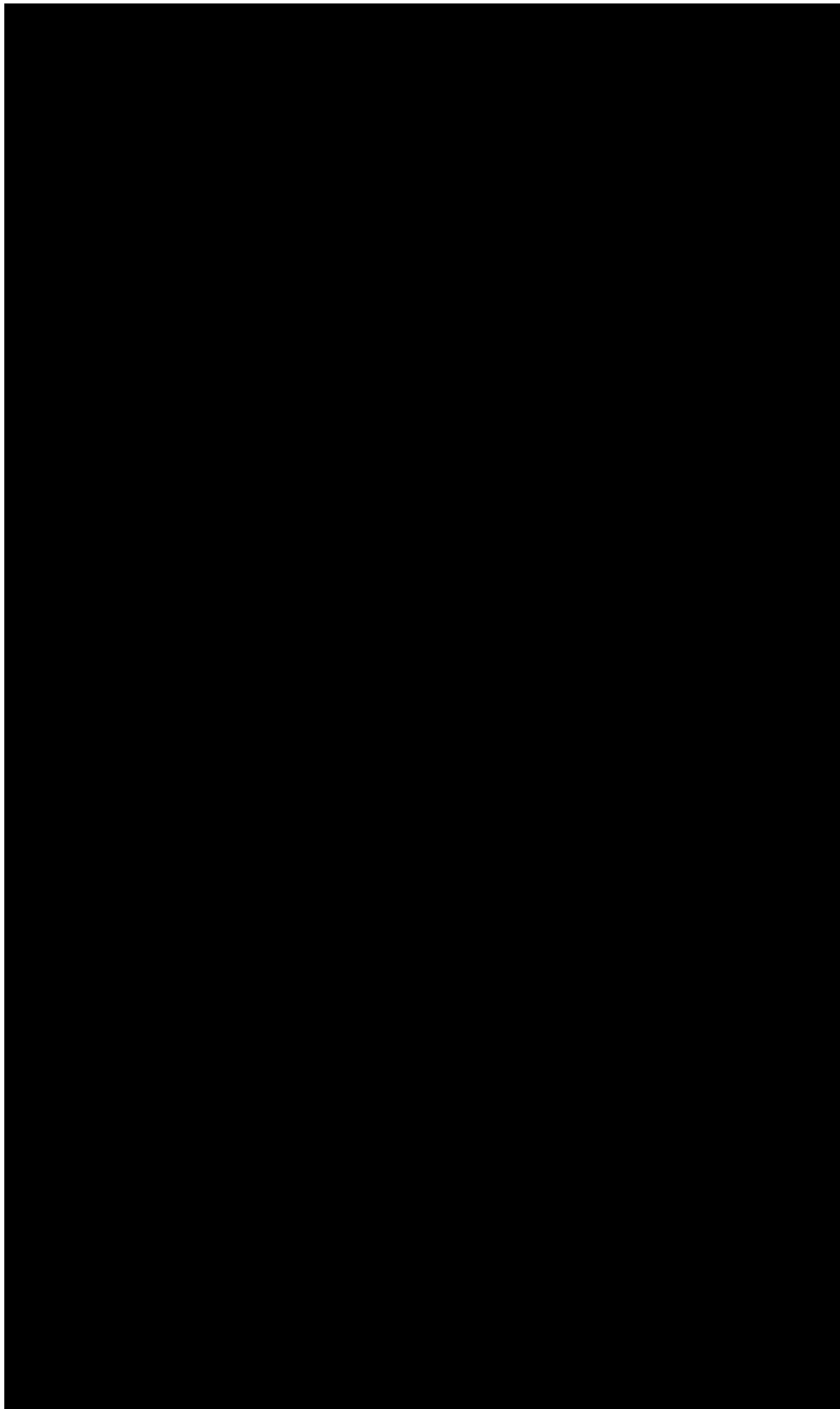
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22



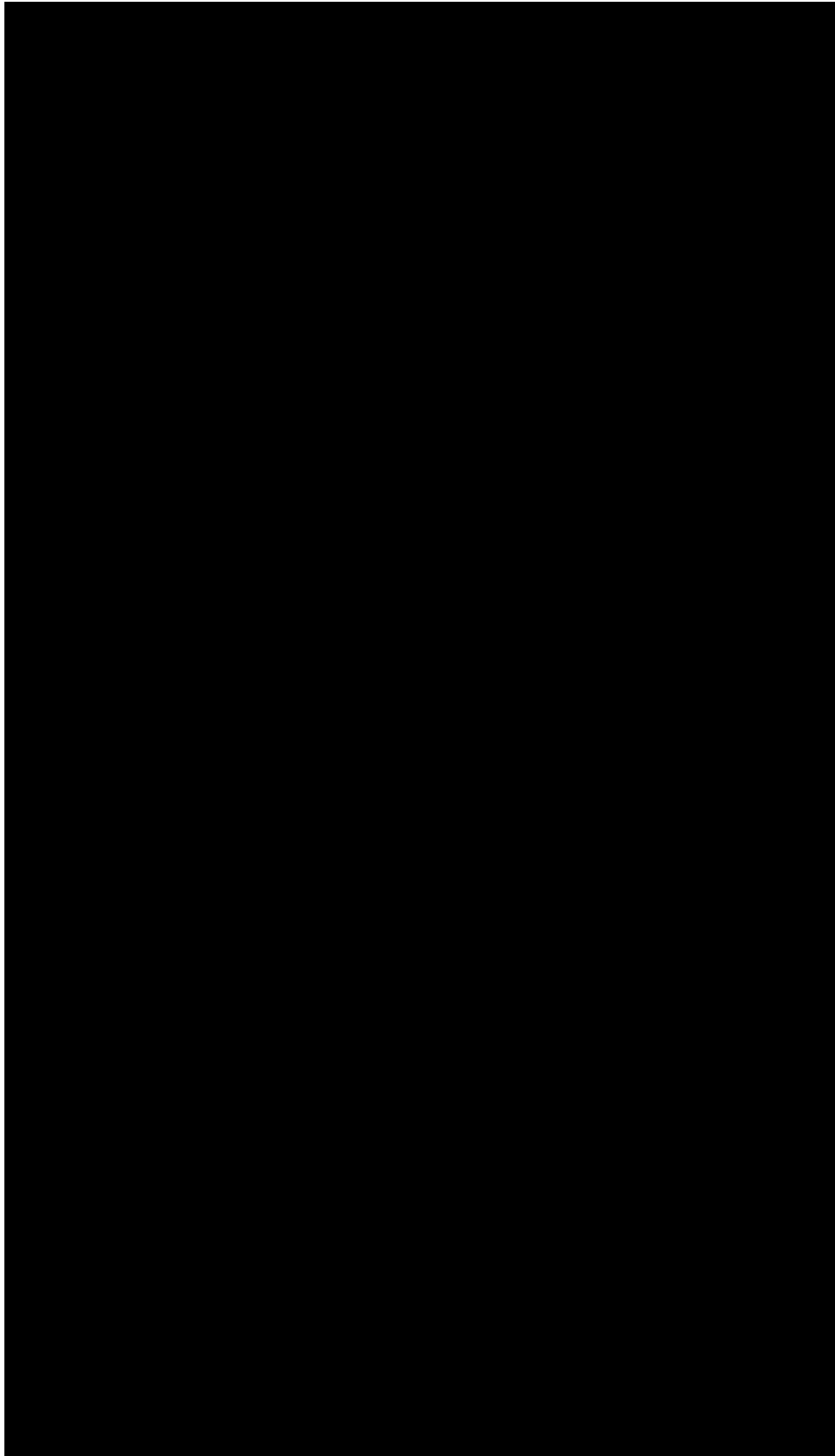
MR. BEHRE: Objection,
mischaracterize his testimony.



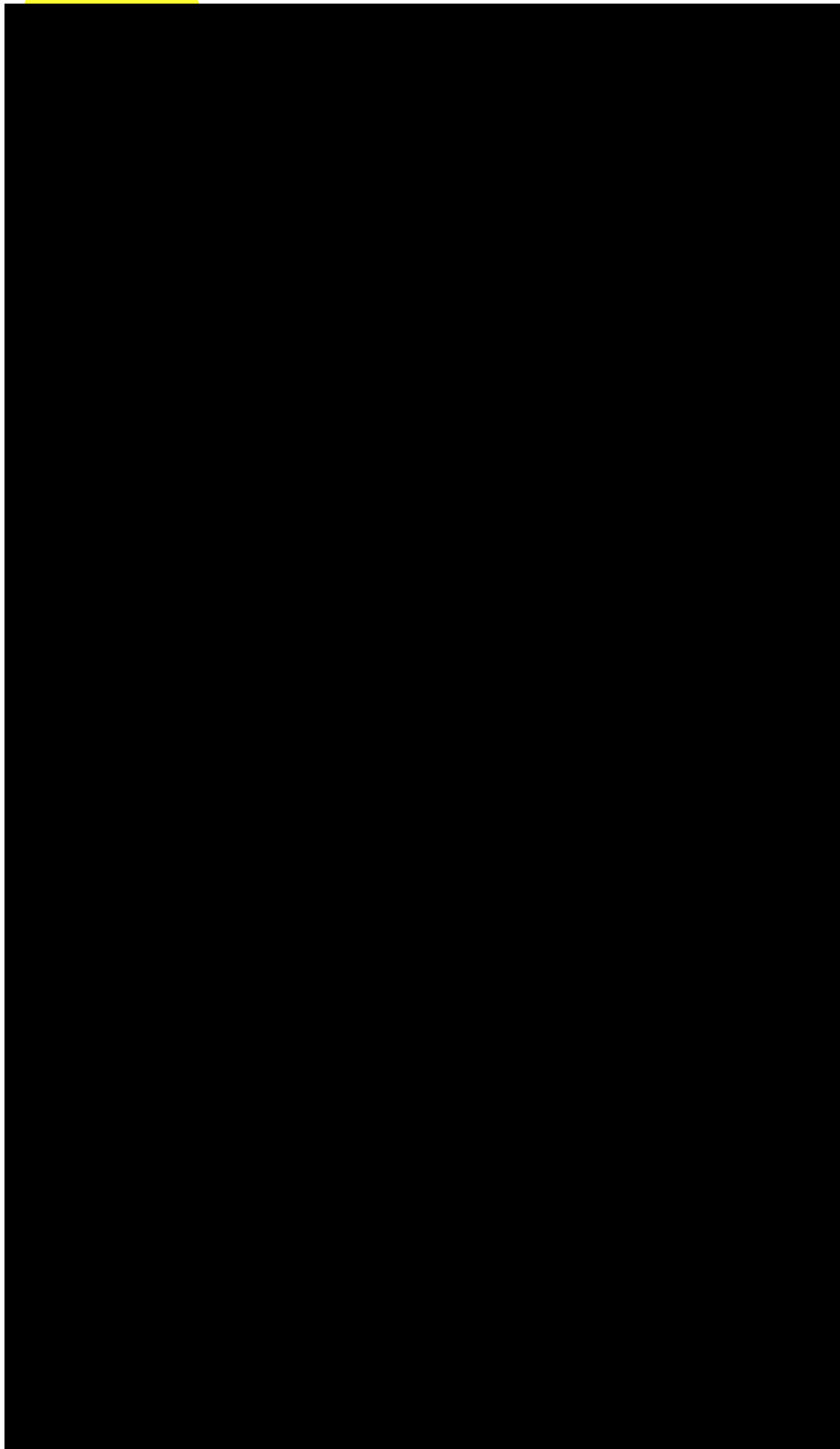
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

MR. BEHRE: Objection, vague,
ambiguous, compound.

1

2

3

4

5

6

MR. BEHRE: Objection, vague and
ambiguous as to "normal cost of doing
business."

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

10

(Reporter clarification.)

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

10 Q. Okay. Now I'm showing you what
11 is Exhibit 2.

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5 Q. Okay. I'm showing you what has
6 been marked as Exhibit 2.

7 A. This one (indicating)?

8

9

10

11 MR. BEHRE: Take a minute and
12 look through it.

13 And I would note this is a
14 different Exhibit 2 than we used
15 previously because it's highlighted,
16 not just on the first page, but there's
17 highlights --

18 (Simultaneous speaking.)

19 THE WITNESS: I'm sorry. Can you
20 speak a bit louder?

21 MR. BEHRE: Sorry.

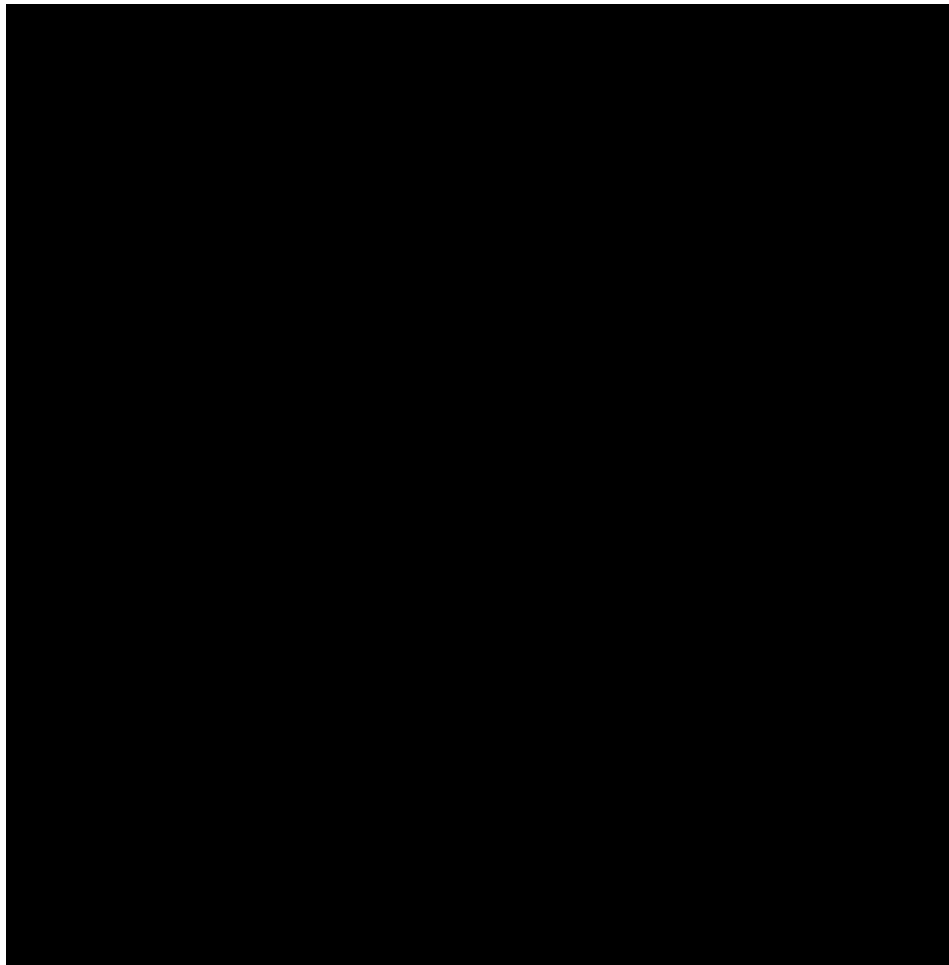
22 THE WITNESS: What did you say?

1 MR. BEHRE: I just said that some
2 of this is highlighted. And when we
3 used it last time, none of it was. At
4 least that's my memory.

5 MR. KAPLAN: Kirby, I don't
6 recall, but we'll sub in if that's the
7 case.

8 BY MR. KAPLAN:

9
10
11
12
13
14
15
16
17
18
19
20
21



22 Q. Do you understand that this

1 document -- strike that.

2

3

4

5

6

7 Q. Okay. Well, RAK owned 51 percent
8 of HeavyLift International FZC?

9 A. Let me look at the date.

10 Q. It came to own in 2009.

11 A. This is a December 2009. At this
12 time, it was not owned.

13 Q. Okay. But they came to own it
14 later, RAK?

15 MR. BEHRE: Objection as to --
16 vague and ambiguous as to "they" are.

17 BY MR. KAPLAN:

18 Q. RAK came to own it later after
19 2008?

20 A. I don't know --

21 MR. BEHRE: Objection, vague as
22 to what "it" is.

1 A. Either it is the same company or
2 the company was formed later on. I don't
3 know which one it is.

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18 Q. Okay. But there was no HeavyLift
19 International Airlines?

20 A. No.

21 Q. Okay. That's what I was getting
22 at.

1
2
3
4
5
6
7
8
9
10
11
12
13
14



15

(Discussion off the record.)

16

BY MR. KAPLAN:

17

18



19

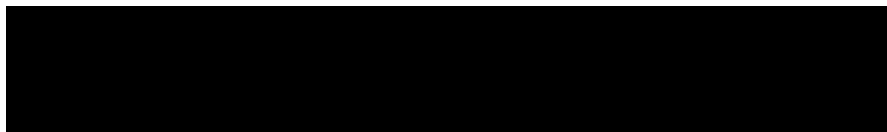
MR. BEHRE: Objection, vague and

20

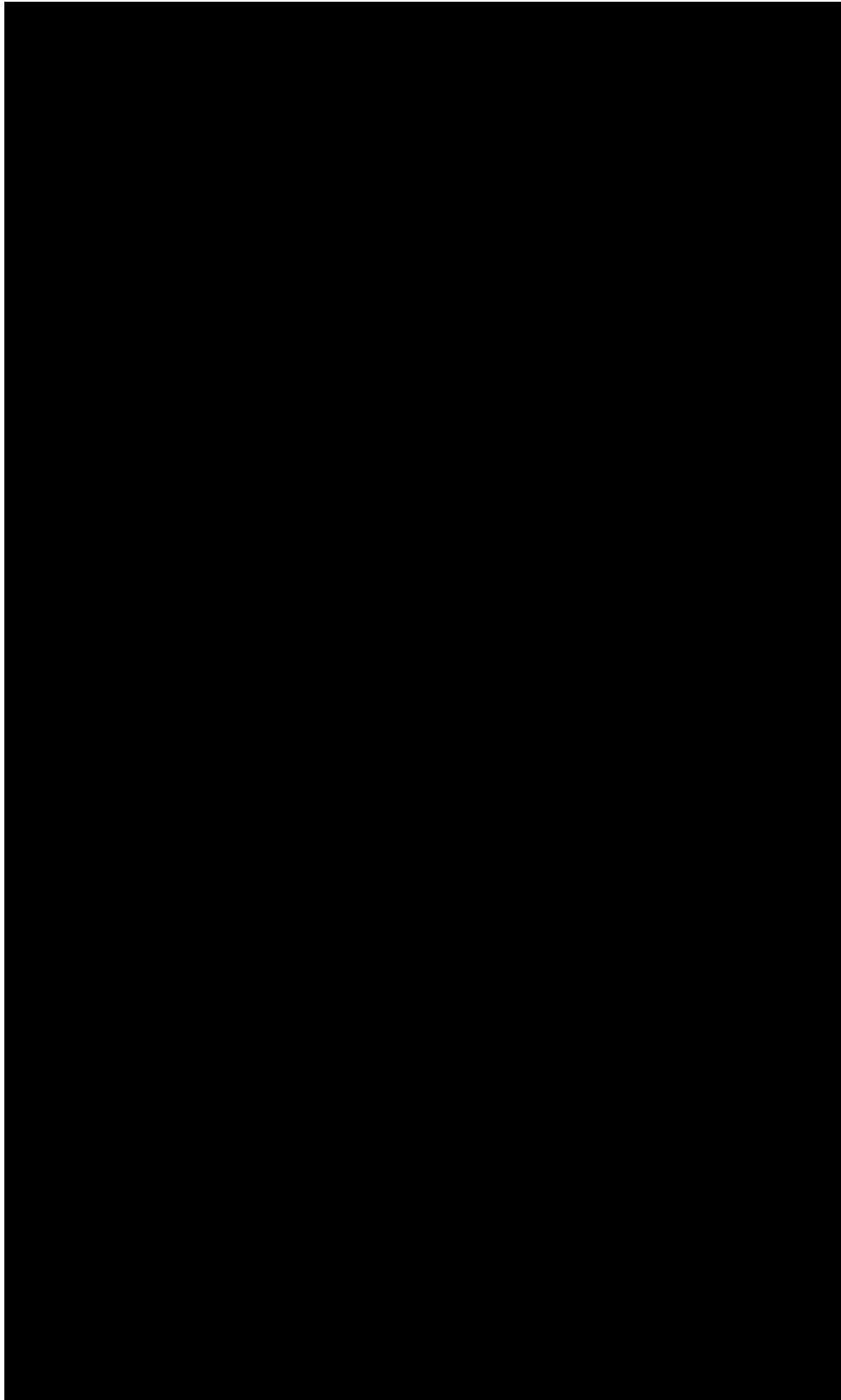
ambiguous.

21

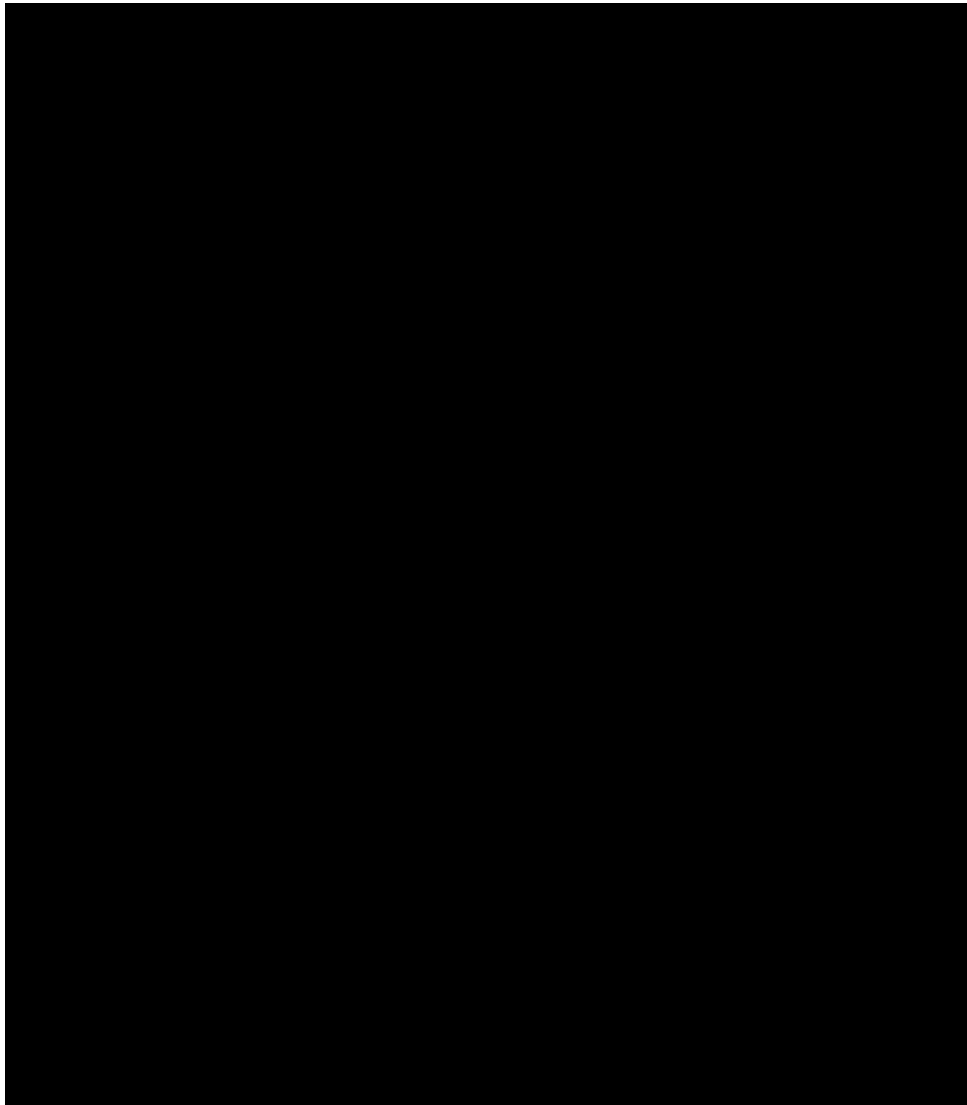
22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15



16 Q. Well, you've sold pieces of your
17 companies before, right?

18 A. Not really.

19 Q. Excuse me?

20 A. Not really. I don't remember if
21 I have, but I normally don't sell things.

22 Q. Okay. Well, you've hired

1 investment bankers like H.C. Wainwright or
2 Cantor Fitzgerald, right?

3 A. Yes.

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

Q. Did HeavyLift International seek
to obtain investments from others besides
RAK between 2008 and 2010?

12

A. I think -- HeavyLift has
discussed investments by the others, but
I'm not sure to what extent it materialized
or not.

16

17

18

19

20

21

22

MR. BEHRE: Too fast.

1 (Reporter clarification.)

2 BY MR. KAPLAN:

3

4

5

6

7

8

9

10

11

12

13

14

15

16

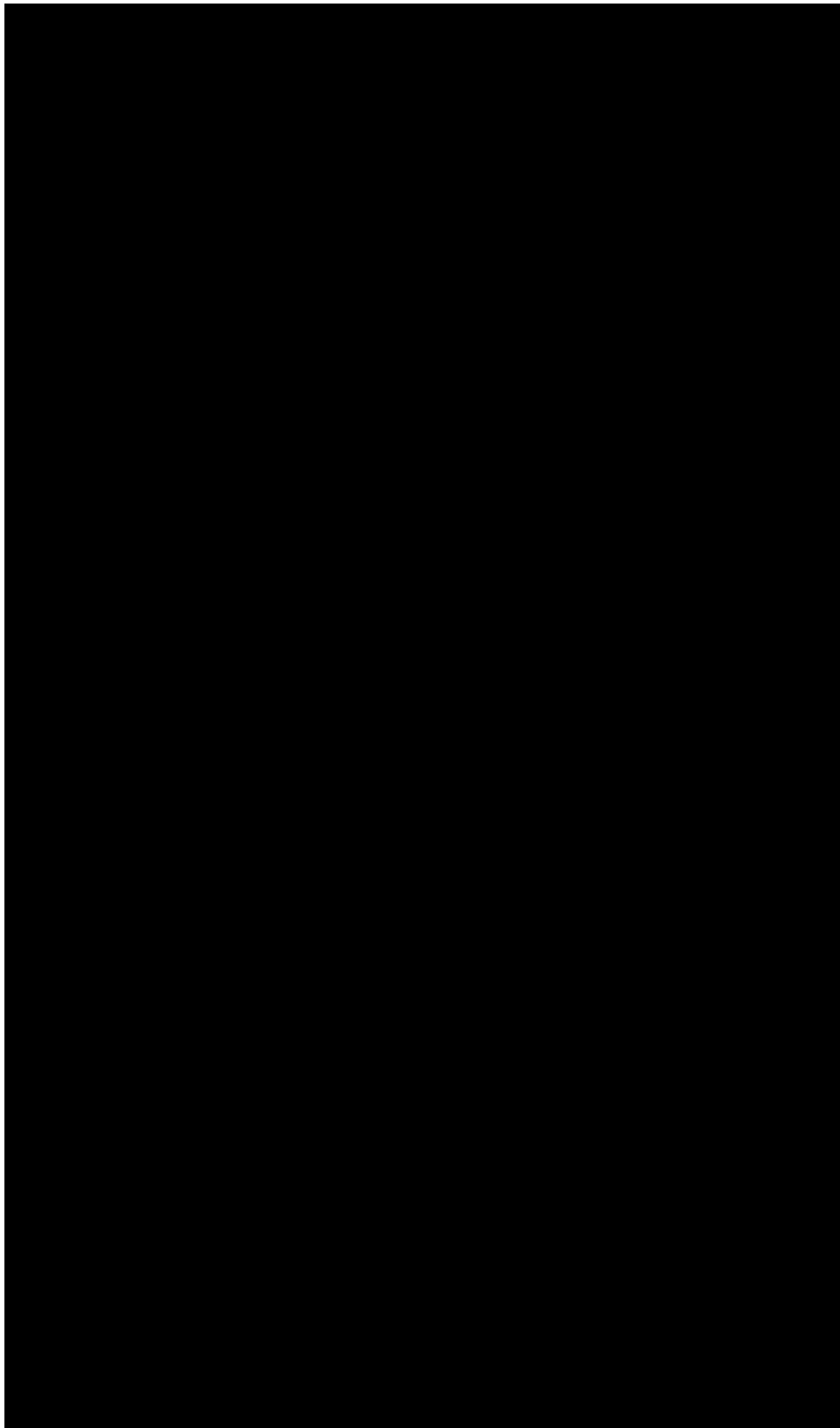
17

18

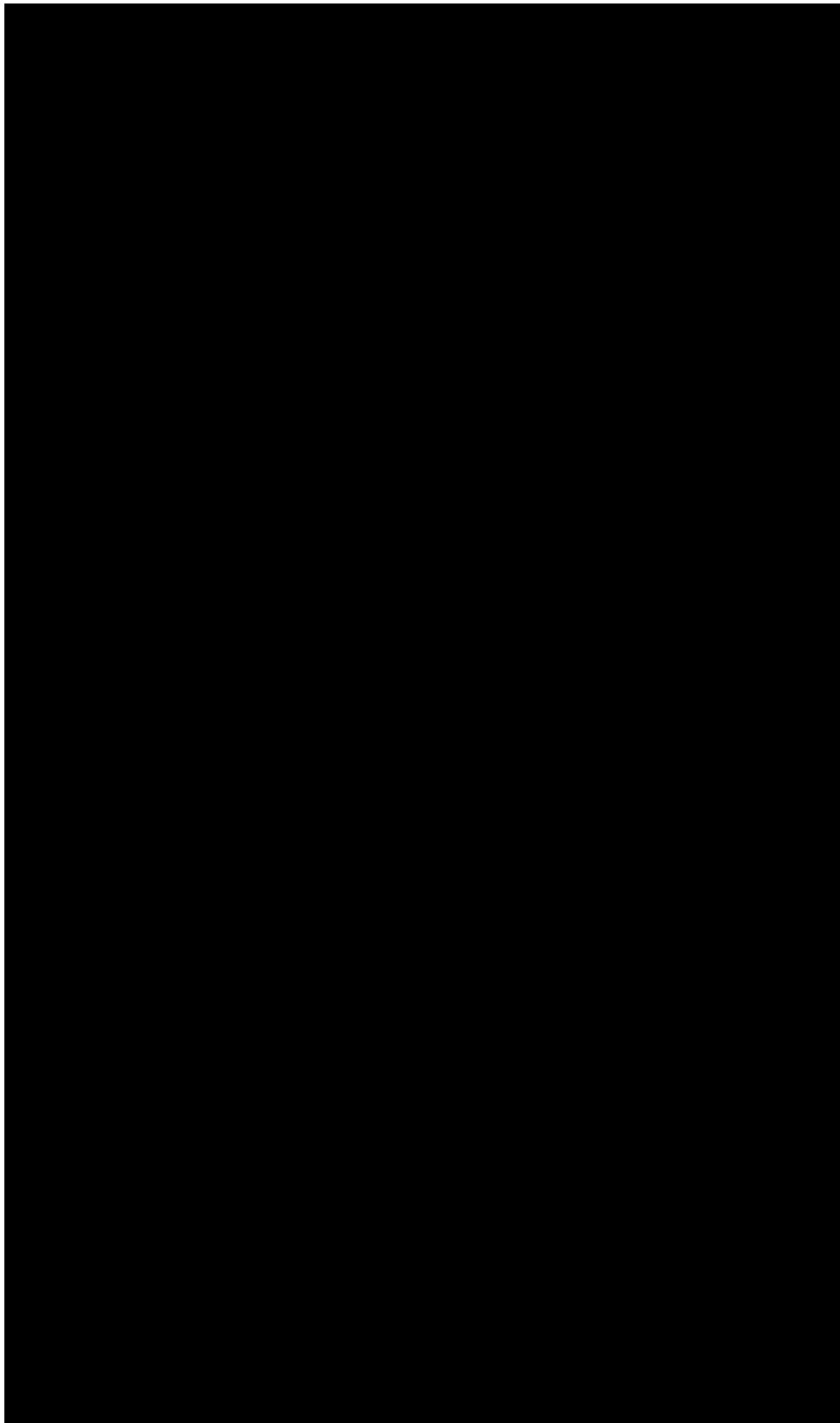
19 MR. BEHRE: Objection, vague and
20 ambiguous, calls for a legal
21 conclusion.

22 BY MR. KAPLAN:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11



12 Q. Who is New York General Trading
13 LLC?

14 A. It was a company in UAE.

15 Q. Okay. Did it ever enter into an
16 agreement to buy an interest in HeavyLift?

17 A. Entered the agreement to buy and
18 then defaulted.

19 Q. Okay. Were similar spreadsheets
20 provided to New York General Trading?

21 A. No.

22 Q. Okay. They didn't want to look

1 at financial forecasts before determining
2 whether to invest?

3 A. No. The purpose of buying was,
4 they're trying to use the HeavyLift to form
5 an airline in Georgia, and all they want to
6 do is the usage of the airlines's
7 management, capability and the licenses to
8 have a satellite operation in Georgia and
9 they had no interest on that. And the
10 interest was in passenger, not cargo.

11

12

13

14

15

16

17

18

19

20

21

22

1

(Reporter clarification.)

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

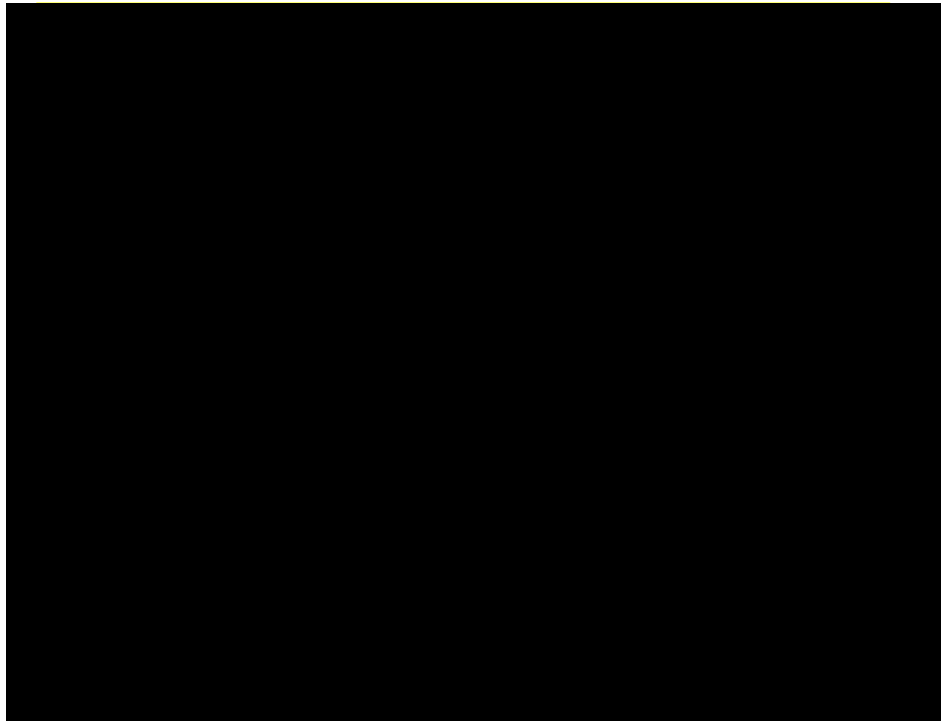
19

20

21

22

1
2
3
4
5
6
7
8
9
10



11 MR. KAPLAN: You want to take
12 lunch? It's 12:15.

13 MR. ROSENTHAL: All right.

14 MR. KAPLAN: Off the record.

15 THE VIDEOGRAPHER: Off the record
16 at 12:14.

17 (Recess is taken.)

18

19

20

21

22

1 A F T E R N O O N S E S S I O N

2 (Time noted: 1:25 p.m.)

3 THE VIDEOGRAPHER: Back on the
4 record at 1:25.

5 * * *

6 F A R H A D A Z I M A,

7 resumed and testified as follows:

8 EXAMINATION BY (Cont'd.)

9 MR. KAPLAN:

10 Q. Mr. Azima, do you believe all of
11 your confidential information is a trade
12 secret?

13 MR. BEHRE: Objection, vague and
14 ambiguous, calls for a legal
15 conclusion.

16 A. My financial information where
17 they are a byproduct of my knowledge,
18 they're confidential.

19 Q. I recognize that.

20 Do you believe that all of your
21 confidential information is also a trade
22 secret?

1 MR. BEHRE: Objection, calls for
2 a legal conclusion.

3 A. I have confidential information
4 on the family. I have confidential
5 information on the business. I have
6 confidential information in everything. I
7 don't know which -- all my confidential
8 information cannot be business secrets.

9 Q. Okay. Is all of your
10 confidential information related to your
11 business is a trade secret, in your mind?

12 MR. BEHRE: Same objections.

13 A. To the extent that it relates to
14 my input, to the extent that it relates to
15 my businesses that I have had input in it,
16 they are.

17 Q. I'm showing you what has been
18 marked as Exhibit 3, which is --
19 corresponds with what you have identified
20 as trade secret number 3 in your response,
21 third supplemental response to the
22 interrogatories.

1 Do you recognize this document?

2 A. I have to look at it first.

3 (Document review.)

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

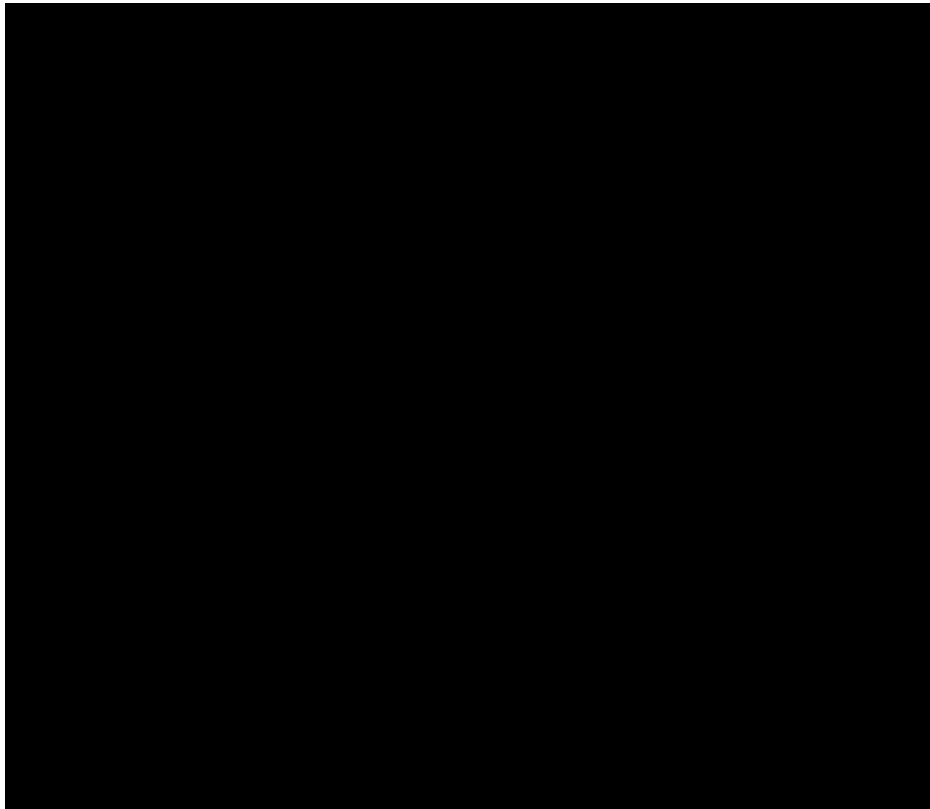
20

21

(Document review.)

22

1
2
3
4
5
6
7
8
9
10
11



12 Q. Okay. Did you have prior
13 experience in the submarine industry?

14 A. I have -- this is --

15 THE WITNESS: Kirby, how am I
16 going to answer this?

17 MR. BEHRE: If you're worried
18 about confidentiality or some other
19 government restriction, you should so
20 state.

21 BY MR. KAPLAN:

22 Q. I just want to know, yes or no,

1 if you have prior experience prior to 2015
2 related to submersibles. I don't want to
3 know with whom or why.

4 A. No.

5

6

7

8

9

10

11

12

13

14

15

16 MR. BEHRE: Objection, vague and
17 ambiguous --

18 BY MR. KAPLAN:

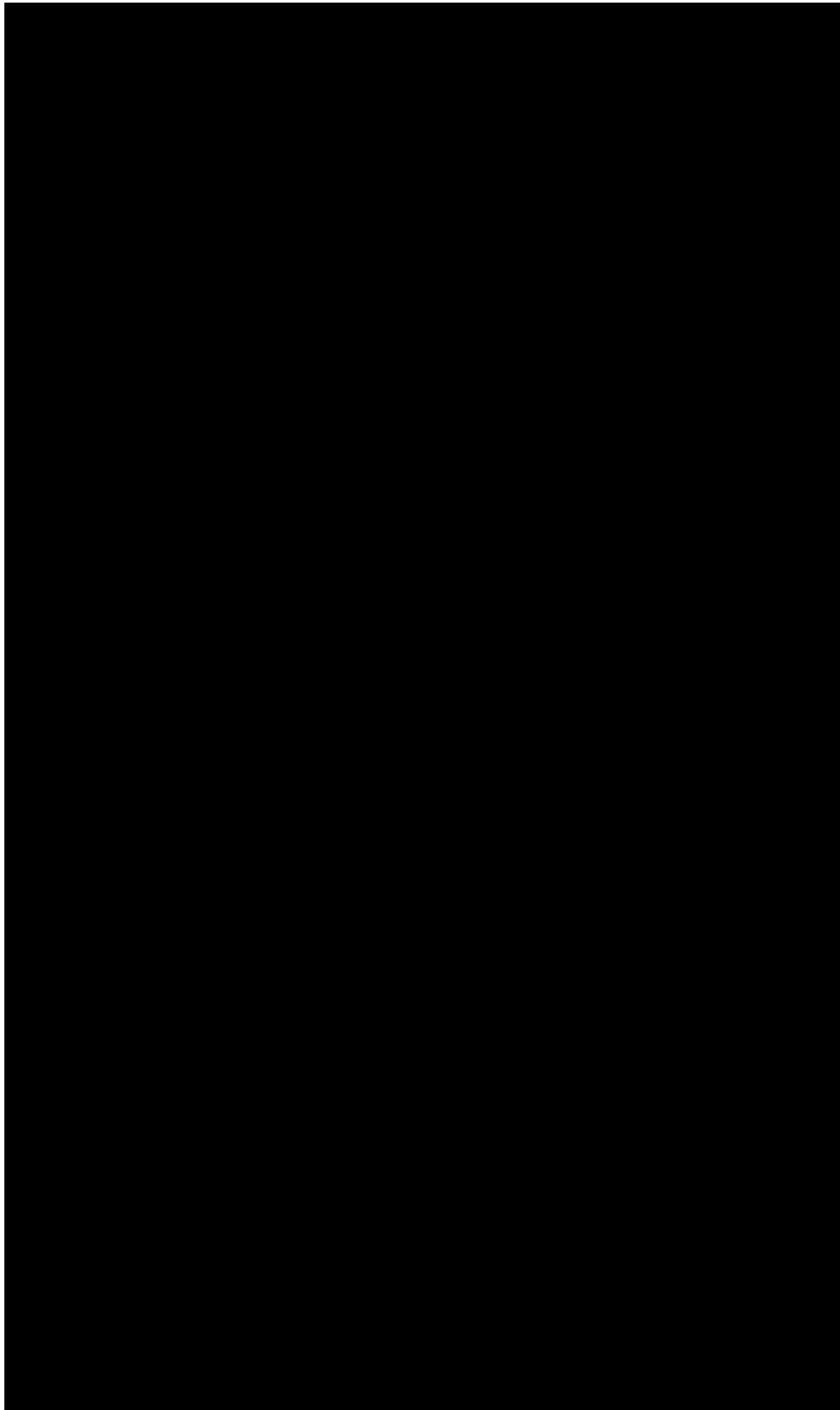
19 Q. If you know.

20 MR. BEHRE: -- as to "outside."

21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1 MR. BEHRE: Objection, vague and
2 ambiguous.

3

4

5

6

7 Q. That's not what I'm asking, sir.

8 MR. BEHRE: Well, let him finish
9 the answer. He's still speaking.

10 MR. KAPLAN: Well, he's not being
11 nonresponsive.

12 MR. BEHRE: It doesn't mean you
13 can interrupt him. Let him finish the
14 answer.

15 BY MR. KAPLAN:

16 Q. Mr. Azima --

17 MR. BEHRE: Were you finished,
18 Farhad?

19 BY MR. KAPLAN:

20 Q. I'm specifically asking you --
21 it's not about acquisition of assets for
22 the company or contracts. It's about --

1 you contend that your knowledge, your trade
2 secrets are part of Exhibit 3, right?

3 A. Correct.

4 Q. That knowledge, that's your trade
5 secret, correct?

6 A. Yes.

7

8

9 MR. BEHRE: Same objection.

10 If you understand the question.

11

12

13

14

15

16

17

18

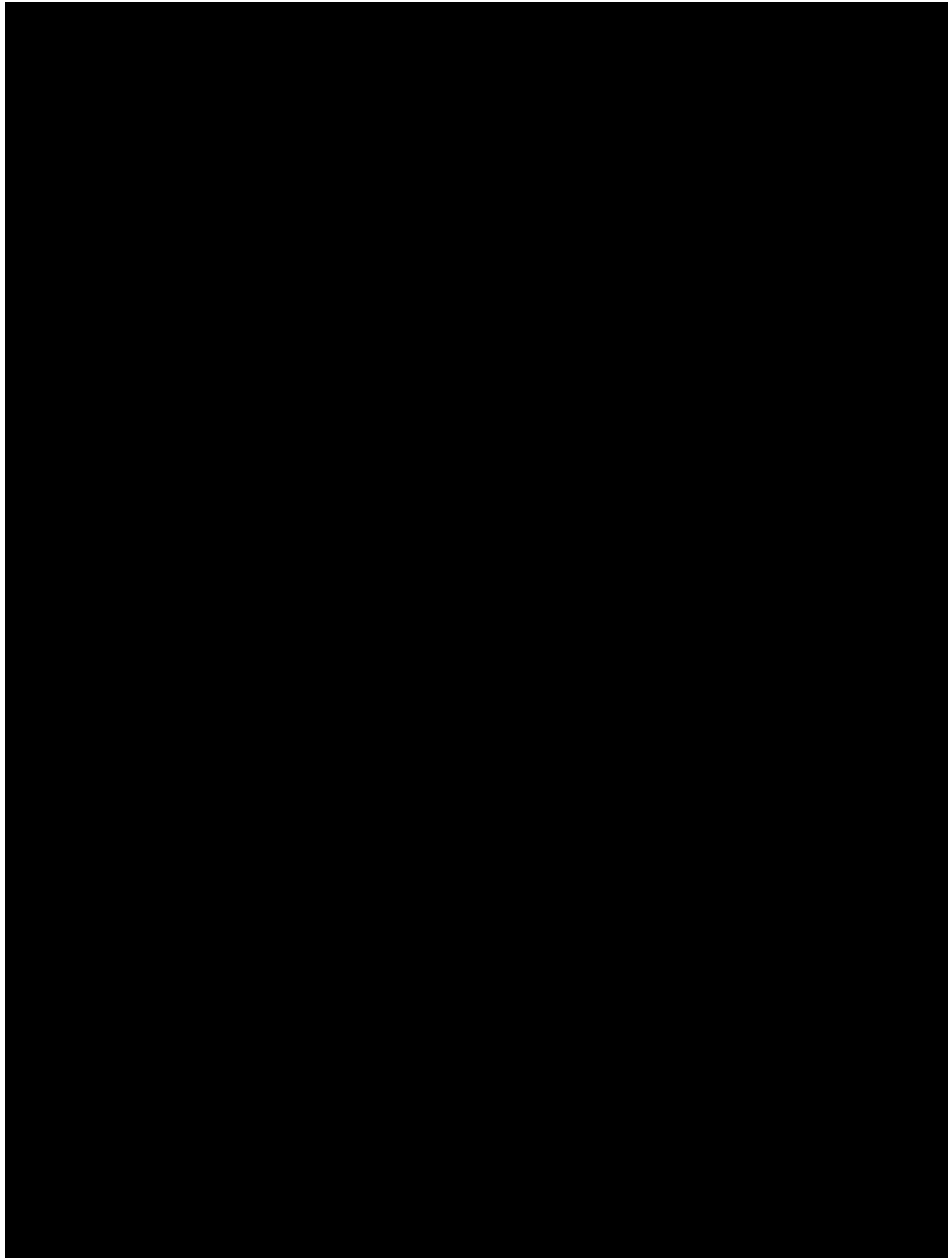
19

20

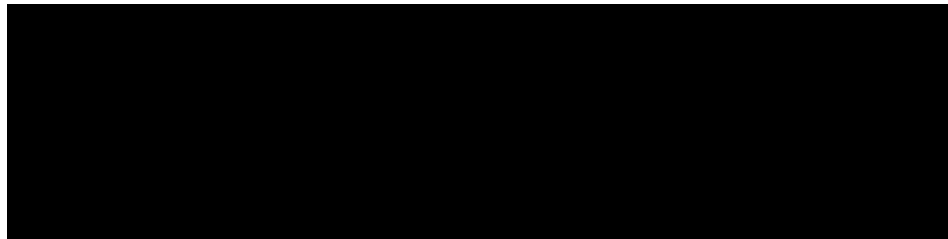
21

22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22



MR. BEHRE: Objection, vague and
ambiguous.



1

2

3

4

5

6

7

8

9

10 MR. BEHRE: Objection, vague and
11 ambiguous.

12

13

14

15

16

17

18

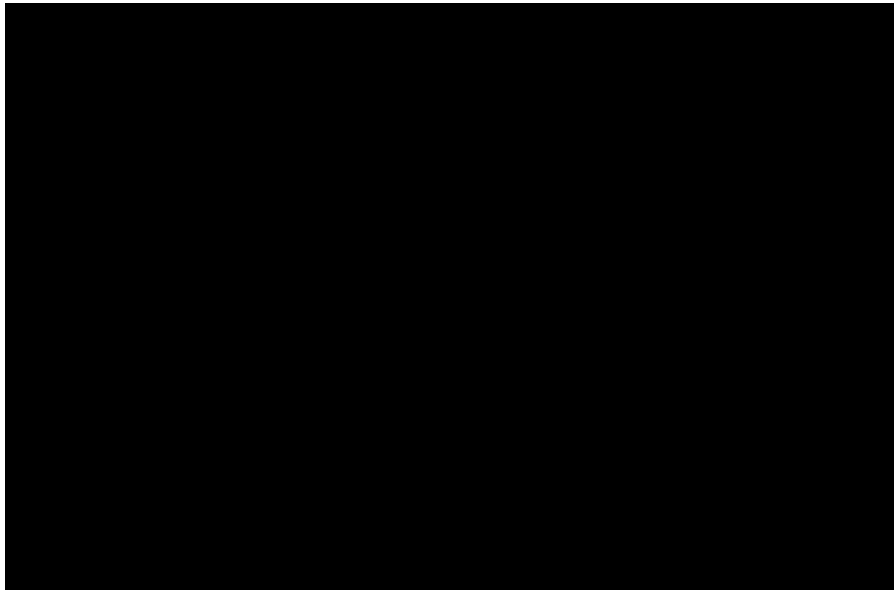
19

20

21

22

1
2
3
4
5
6
7
8



9 A. Can I see that, please?

10 Q. It's right in front of you.

11 (Document review.)

12 Q. It's the same document we have
13 been referring to.

14 MR. BEHRE: I note for the record
15 the witness hasn't been referring to
16 it.

17 MR. KAPLAN: I'm sorry.

18 MR. BEHRE: I note for the record
19 the witness has not been referring to
20 it. And I'd also note for the record
21 that the pagination on this document is
22 screwed up. It goes from page 45 to

1 page 5. So it's missing pages 1
2 through 4.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

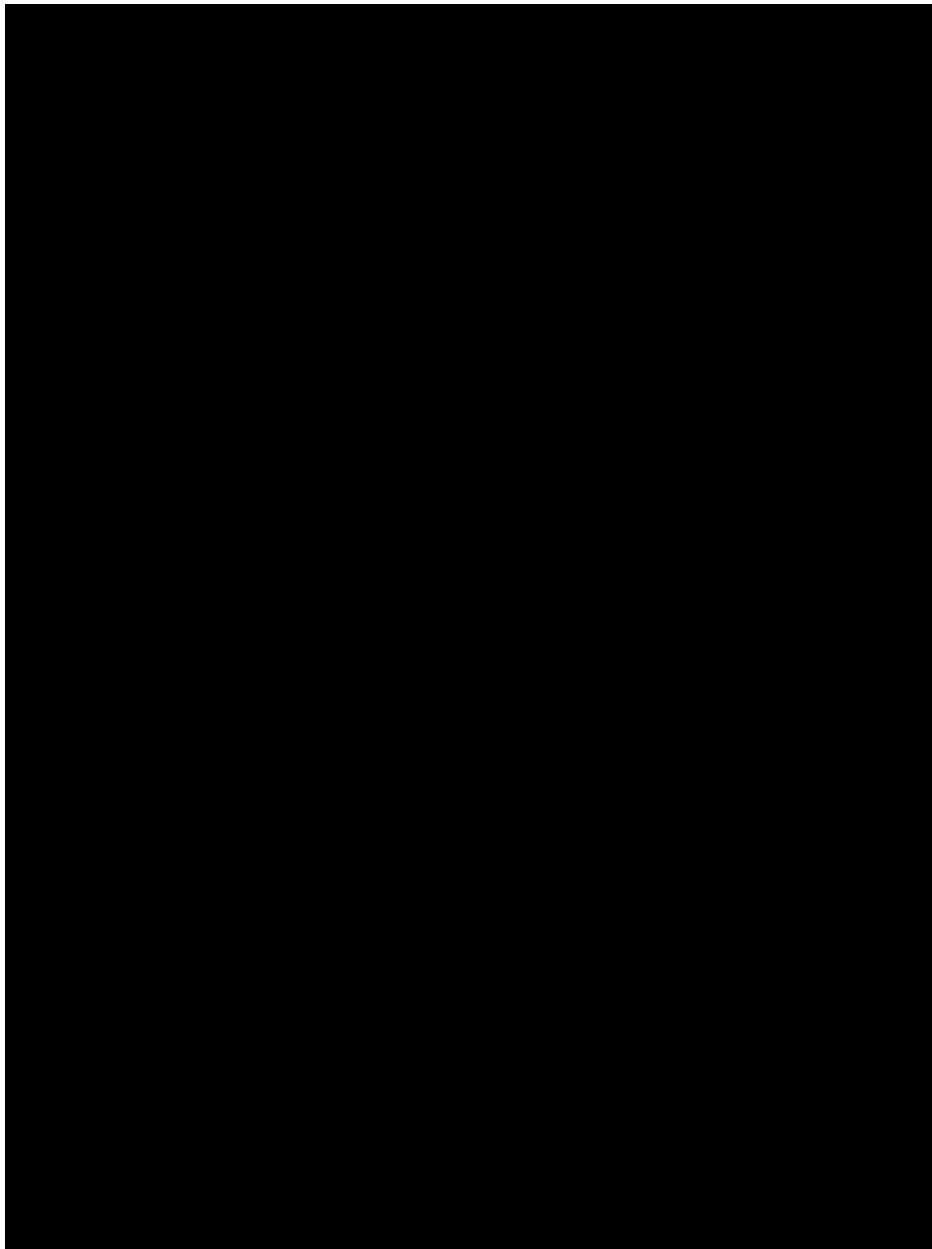
19

20

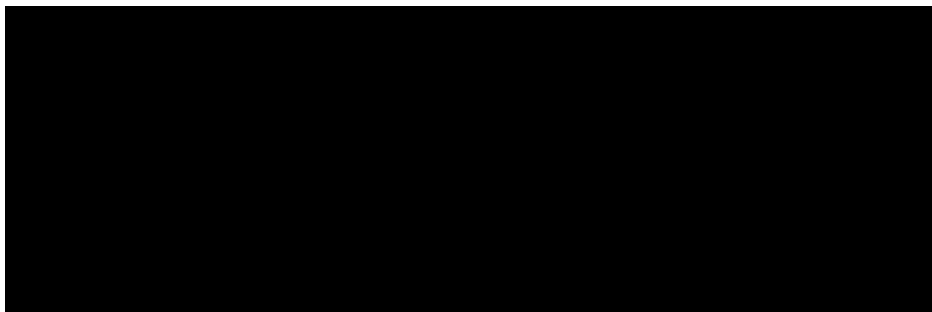
21

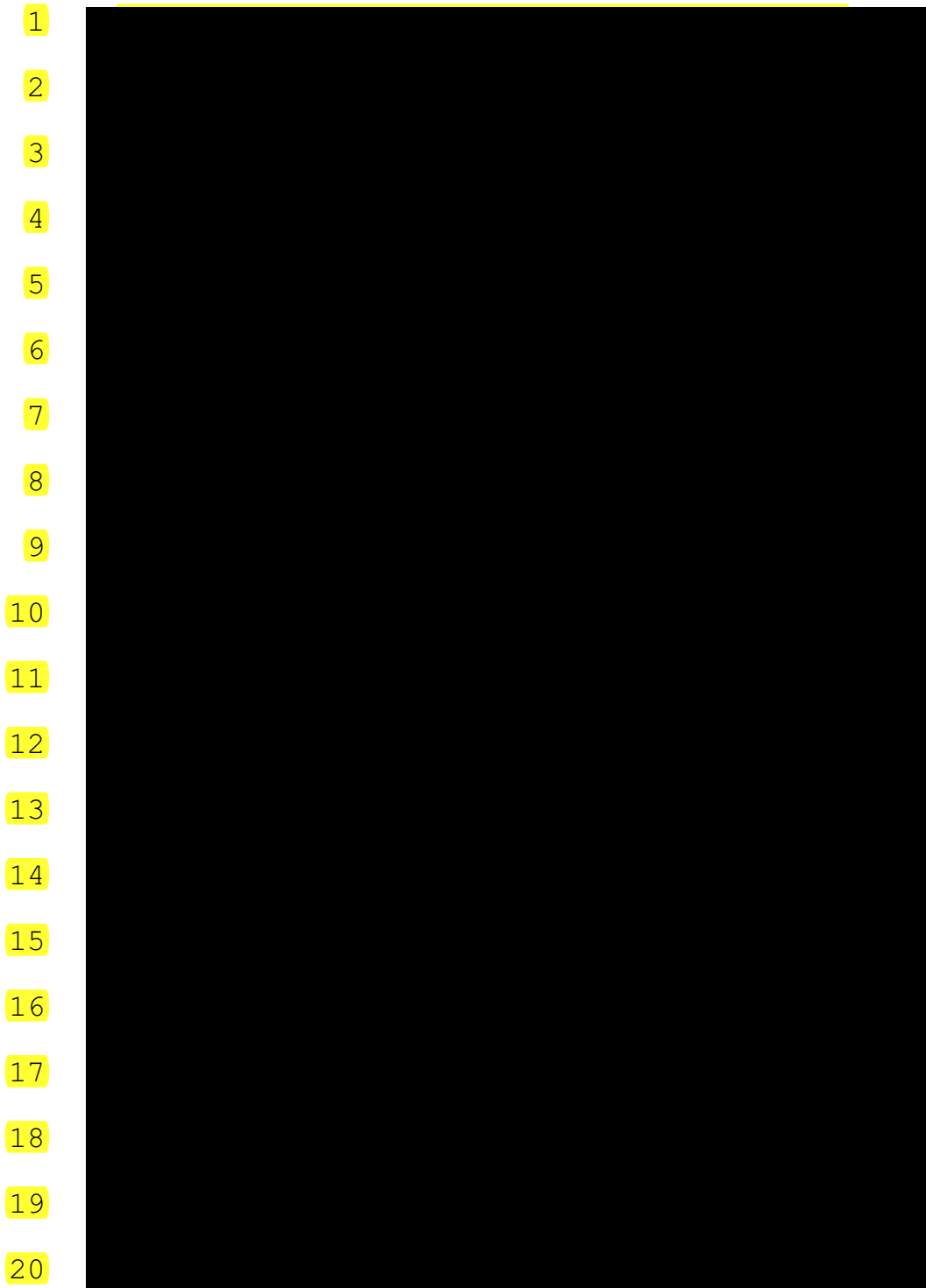
22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



(Reporter clarification.)



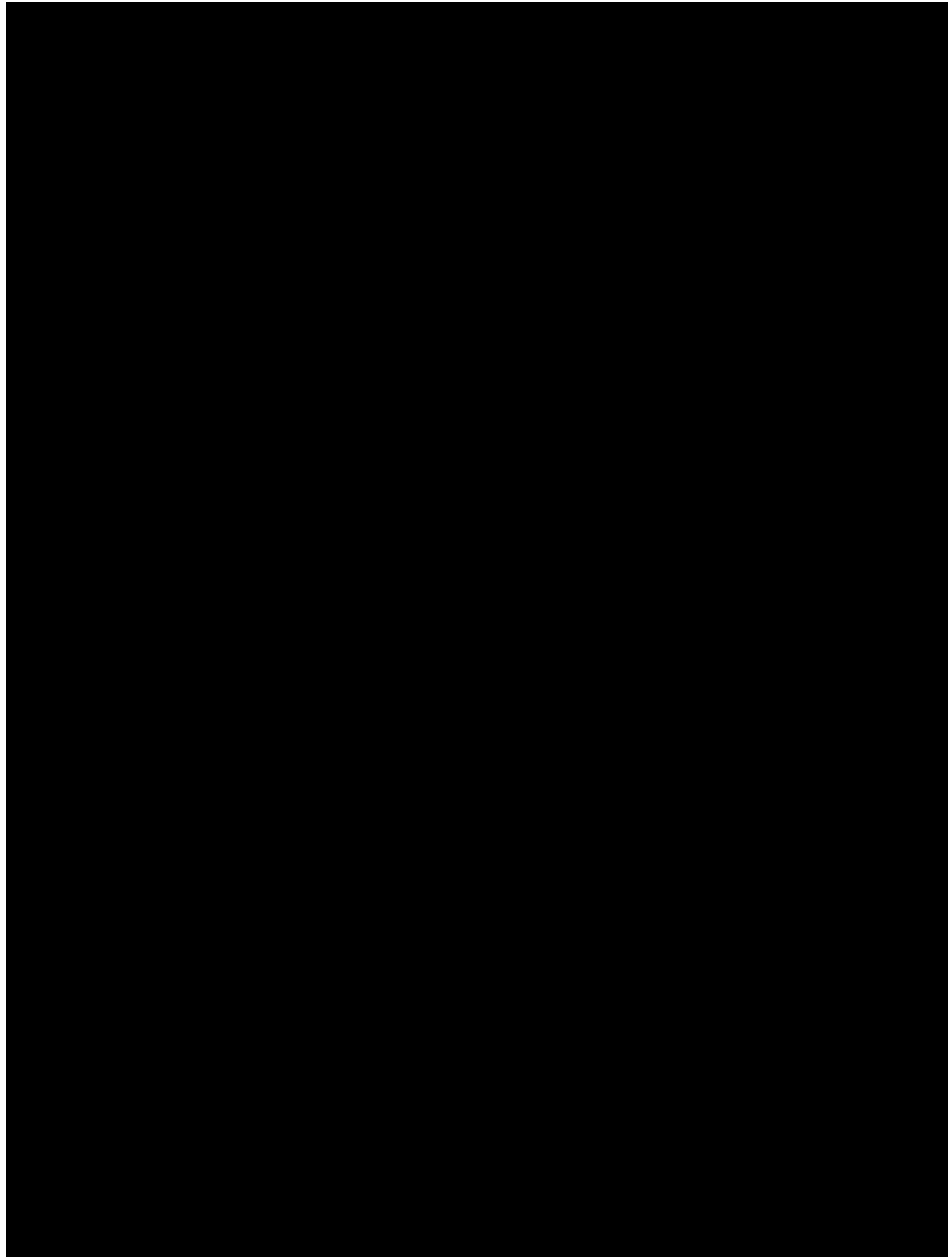


21 Q. I'm going to show you what I'm
22 marking as Exhibit 4, or what has been

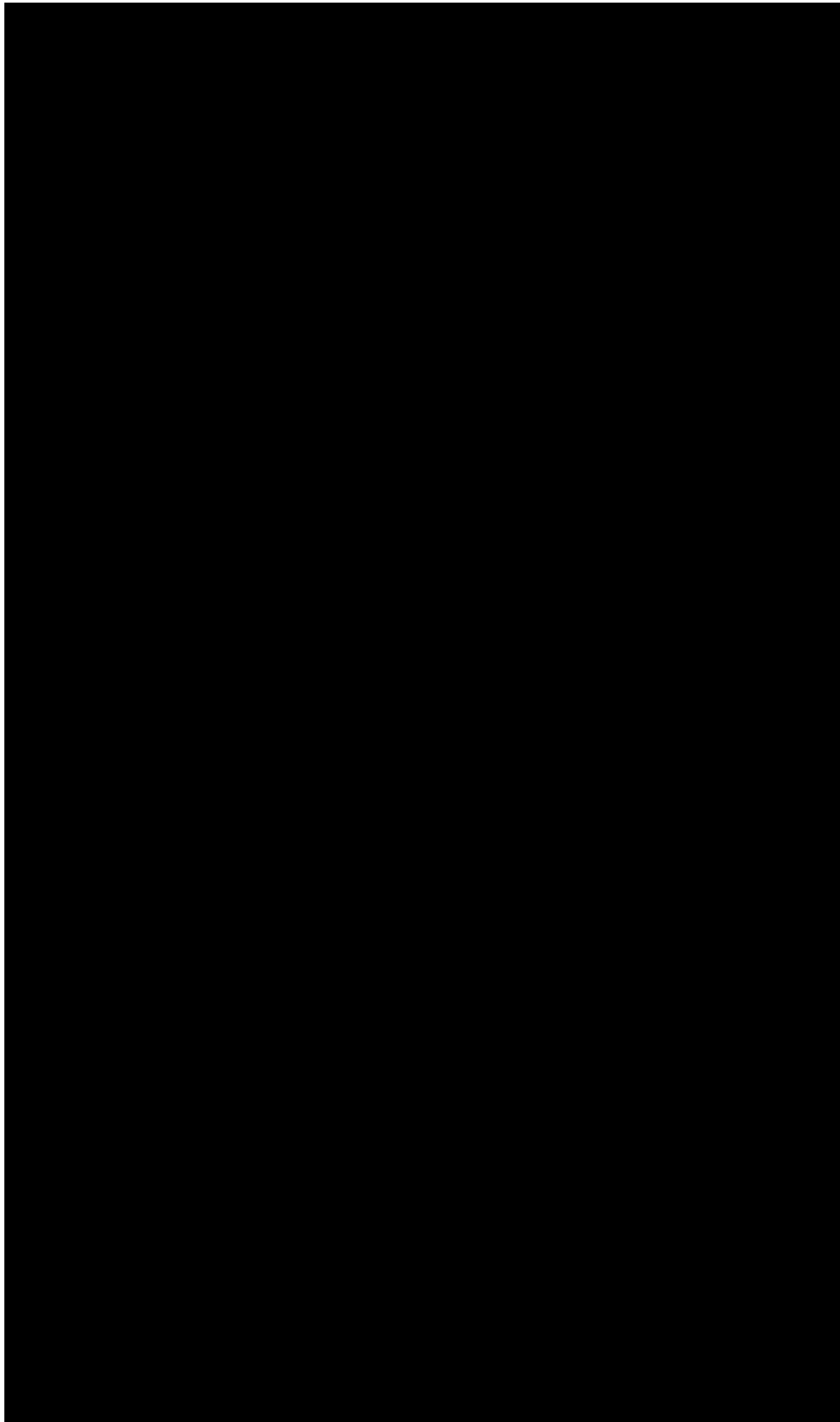
1 marked as Exhibit 4, which has been
2 identified as trade secret number 4 in your
3 interrogatories. And it is a Smokehouse
4 Barbecue, Inc. forecasted wages.

5 A. Right.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

(Document review.)

16

17

18

19

20

21

22

MR. KAPLAN: Why is everything

1 highlighted?

2 BY MR. KAPLAN:

3 Q. I'm showing you what has been
4 marked as Exhibit 6, which is an email from
5 Ray Adams to Bob Rau and yourself. It
6 appears to include a 30-month forecast for
7 Aerotech and has been identified as trade
8 secret number 36 in your response to
9 interrogatories.

10 MR. BEHRE: I note for the record
11 that this copy of the exhibit has
12 highlighting that I don't believe was
13 on the last Exhibit 6.

14 MR. KAPLAN: We'll sub in.

15 MR. BEHRE: And then we all have
16 to go back and check and see if they're
17 all identical, right?

18 It looks like somebody did this
19 by hand. These are not system
20 highlights.

21 MR. KAPLAN: Guys, it's fine.

22 We'll go by Bates numbers. It's okay.

1 BY MR. KAPLAN:

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

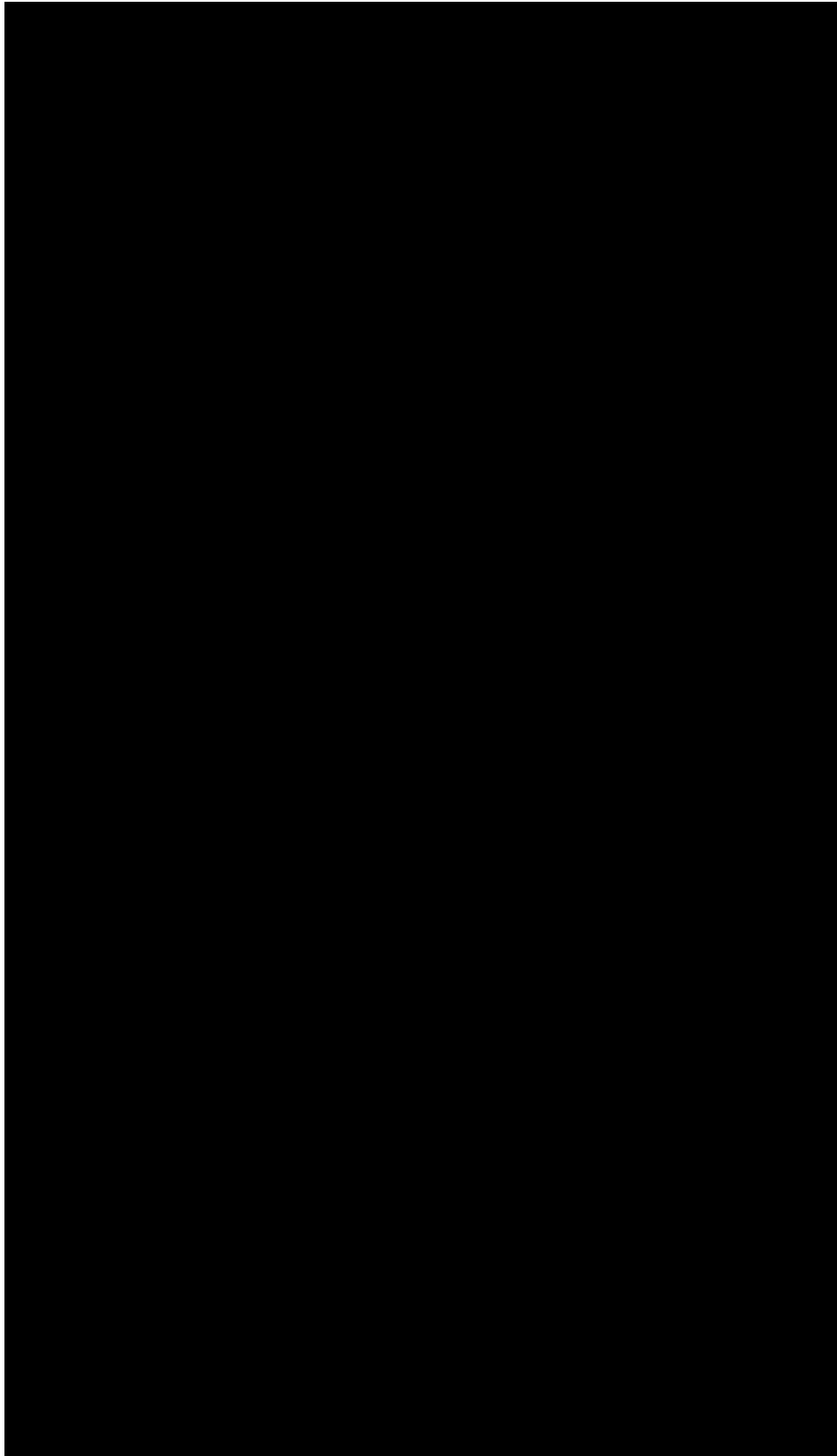
19

20

21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3

4

5

6

7

8

9

10 MR. BEHRE: Objection, vague and
11 ambiguous.

12

13

14

15

16

MR. BEHRE: Objection.

17

18

MR. BEHRE: Vague and ambiguous.

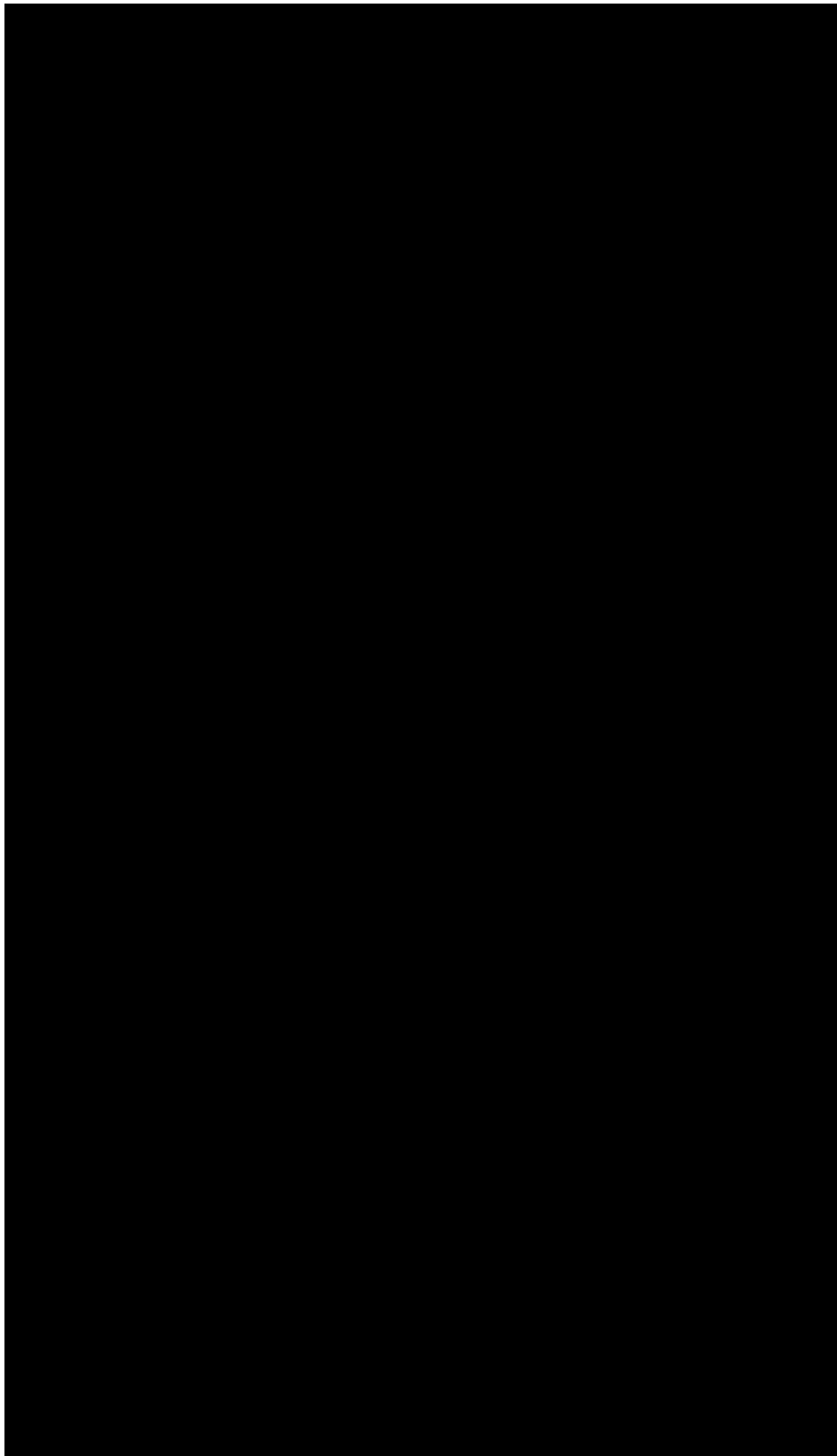
19

20

21

22

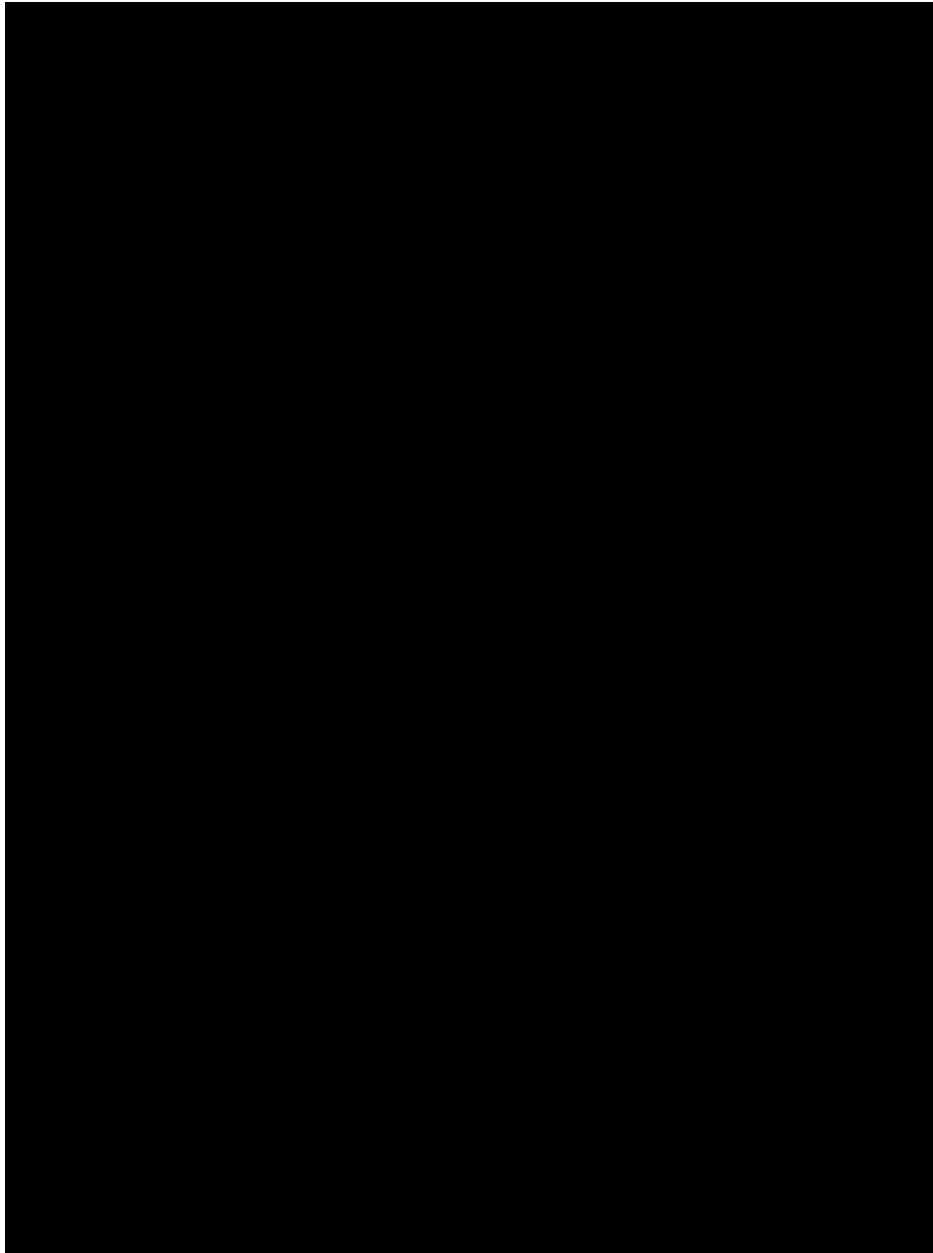
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22

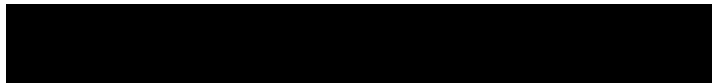


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17



18 MR. BEHRE: Objection, vague and
19 ambiguous. And when he identifies a
20 document, you need to put it in front
21 of you --

22



1

2

3

(Document review.)

4

MR. BEHRE: Maybe you can make a

5

stack of them.

6

THE WITNESS: I need my assistant

7

here.

8

That's one.

9

(Document review.)

10

A. That's 6.

11

Q. 3 is right in front of you, sir.

12

A. Okay.

13

(Document review.)

14

15

16

17

18

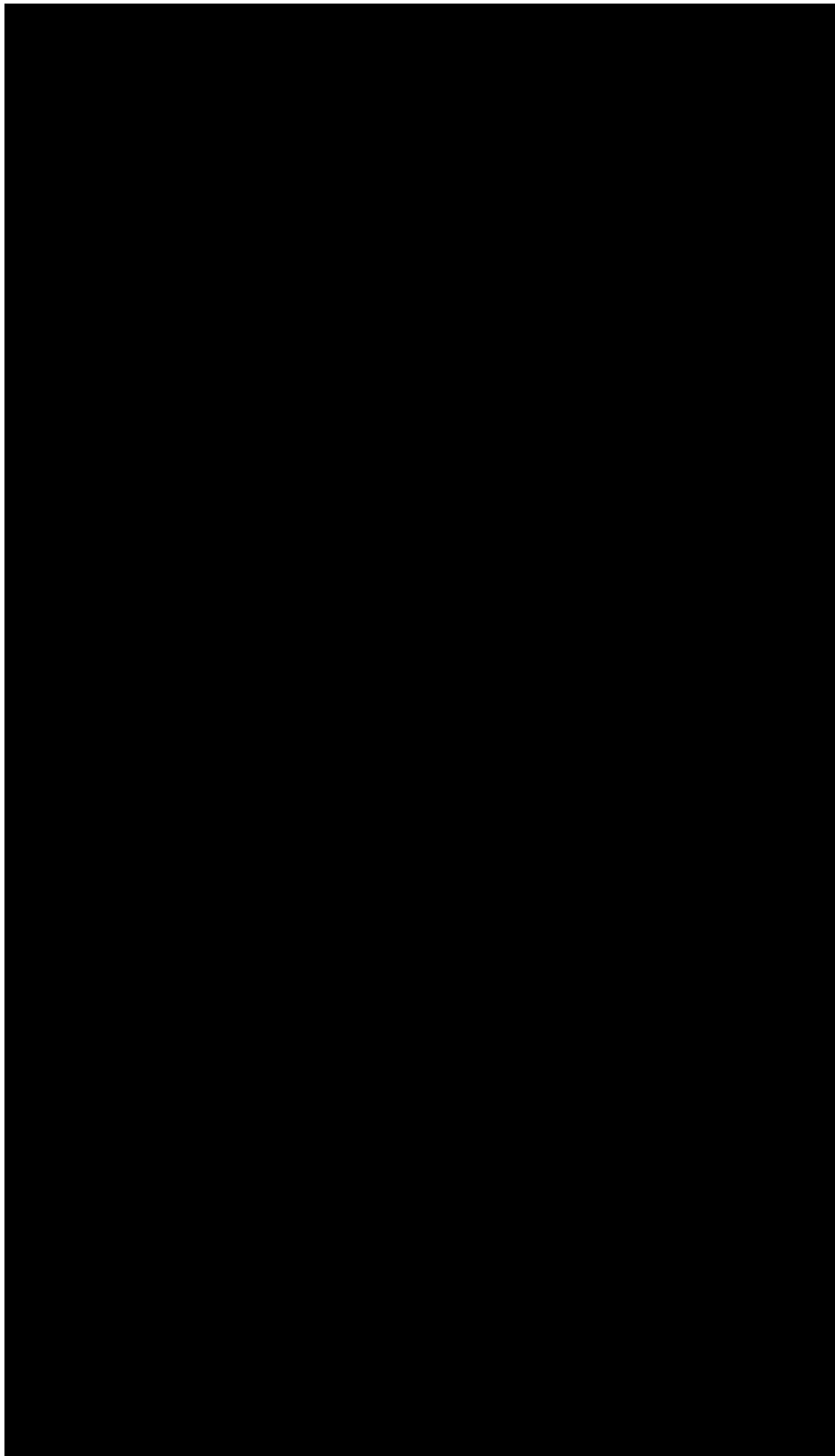
19

20

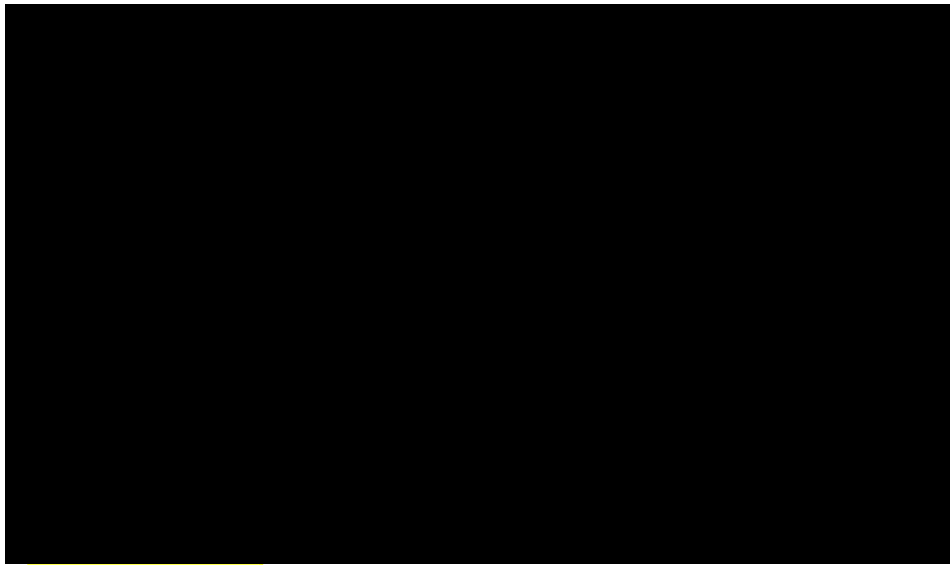
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8



9 Q. How were you harmed by the
10 disclosure in 2017 or '18 of Exhibit 6?

11 A. Exhibit 6 is --

12 Q. It's from 2011.

13 So six years later, when that was
14 released to the public, how was Farhad
15 Azima harmed?

16 A. It's not a matter was Farhad
17 Azima harmed particularly that year and
18 that date. My entire world become public.
19 That's why I was harmed.

20 Q. When did that occur?

21 A. In 2016 or whenever the hell they
22 put everything on there.

1 Q. Okay. So in 2016, your entire
2 world becomes public and that's when you
3 were harmed?

4 A. Yes.

5 Q. And the reason you were harmed
6 was because your life became public, not
7 because a competitor got ahold of any of
8 your particular trade secrets?

9 A. Well, how would you compare -- if
10 my life becomes public, all this is in the
11 public arena, then competitor will get
12 ahold of it.

13 Q. Okay. Can you identify a single
14 competitor that has gotten ahold of any of
15 your trade secrets?

16 A. I cannot because I don't know who
17 did it or what. But I just know my
18 business died up completely.

19 Q. Okay.

20 A. I know the business disappeared,
21 but what caused it and all those things,
22 why the publication was stolen, documents,

1 people lost confidence on being able to
2 keep their confidential information private
3 and all this. It's not just one factor.
4 Everything got together in a fashion that I
5 ended up losing all my business.

6 Q. Okay. So you cannot quantify the
7 economic losses --

8 A. On each individual project?

9 Q. Yes.

10 A. No, I can't?

11 Q. Okay. And that would include
12 Exhibit No. 6, the disclosure of Exhibit
13 No. 6 in 2017?

14 You're looking at 3.

15

16

17

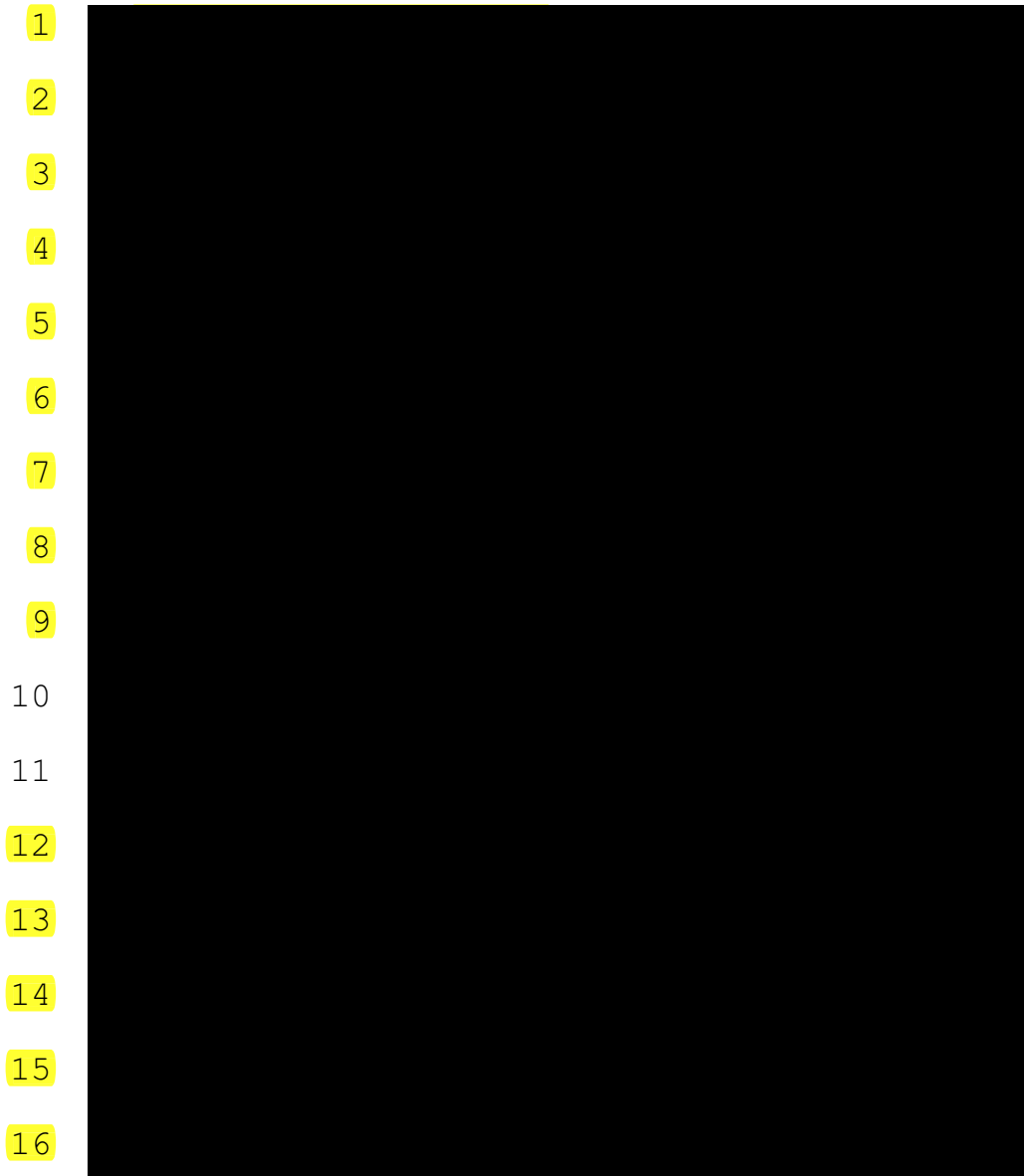
18

19

20

21

22



17 Q. As a result of Exhibit 6 being
18 published in 2017? That was after --
19 (Simultaneous speaking.)
20 A. That's not what I said.
21 Q. So I'm trying to understand.
22 A. No, you're telling me something

1 that I didn't say.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1 [REDACTED]

2 Q. Okay. Mr. Azima, I showed you
3 what has been marked as Exhibit 7, which
4 corresponds with what you have identified
5 as trade secret number 7 in your
6 supplemental Answers to Interrogatories in
7 which you state is "an email attaching
8 confidential information used for
9 government contracting by one of
10 plaintiff's companies, Caucas
11 International."

12 MR. BEHRE: I would note for the
13 record that this document is
14 highlighted as well --

15 MR. KAPLAN: We'll supplement --

16 MR. BEHRE: -- which is different
17 than the exhibit before. It looks like
18 it's George's highlighting.

19 MR. KAPLAN: I don't know why
20 this came out this way, but we'll
21 obviously supplement by Bates number.

22 MR. BEHRE: I think it's George's

1 work product.

2 BY MR. KAPLAN:

3 Q. Mr. Azima, this is -- the
4 attachments are -- is information forwarded
5 by Sara [sic] Maarouf, correct?

6 A. Is that what it says?

7 Q. On December 27th, 2012.

8 MR. BEHRE: Just to be clear,
9 it's Salah.

10 MR. KAPLAN: Sorry. You're
11 right. Salah.

12 A. Yes, Salah.

13 Q. Salah worked for Adam, right?

14 A. He used to.

15 Q. He got indicted by the U.S.
16 government, didn't he?

17 A. I do not have any idea.

18 Q. Okay. So all of the --

19 (Simultaneous speaking.)

20 A. Please, go ahead.

21 Q. All of the information that is
22 attached to Exhibit 7 came from

1 Mr. Maarouf, correct?

2 A. I'm not sure who it came from,
3 but this is just a proposal that was being
4 put together by incorporation of various
5 vendors to be submitted, and I don't know
6 whether it was submitted or not.

7

8

9

10

11

12

13

14

15

16

17

18

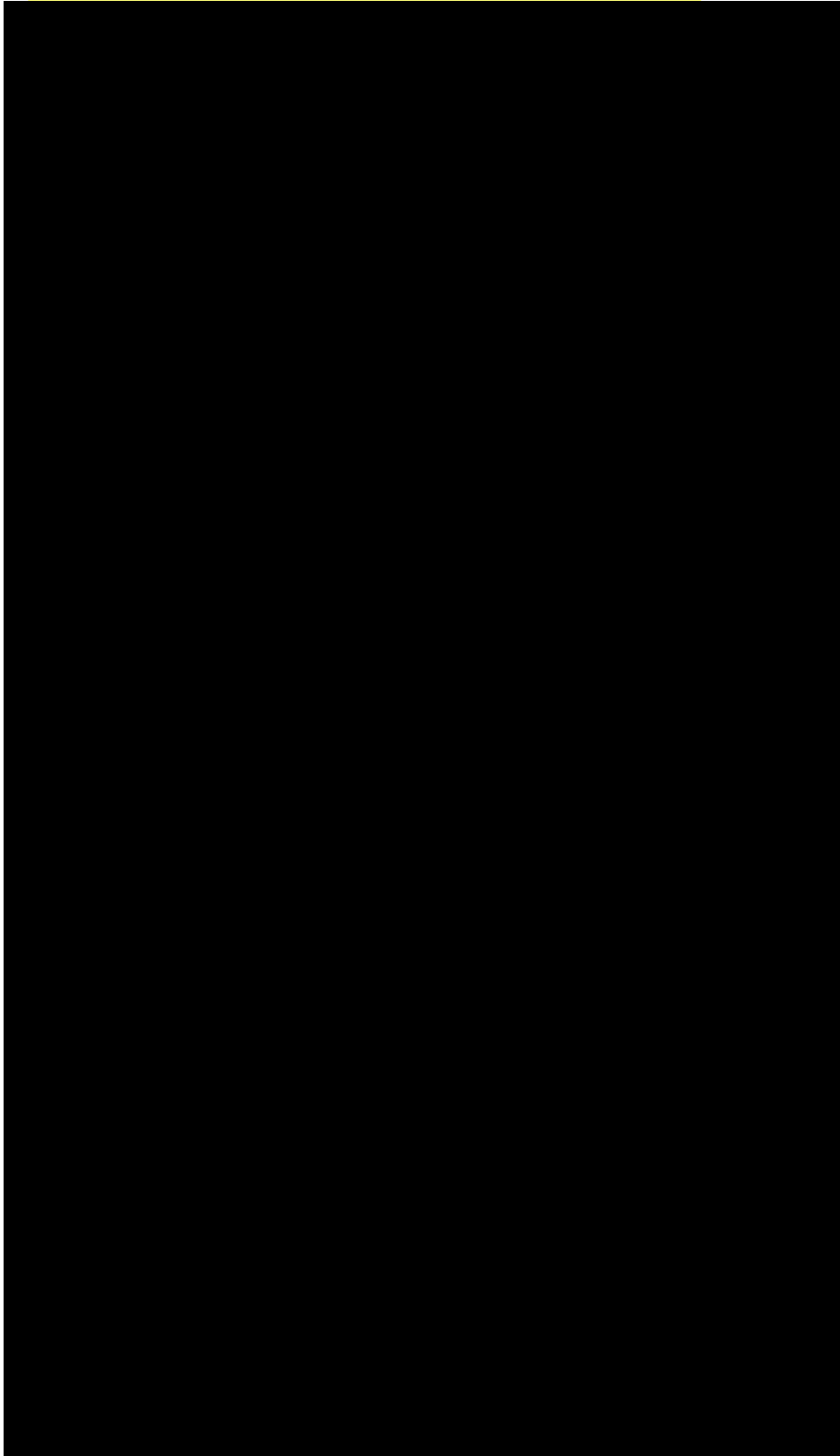
19

20

21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

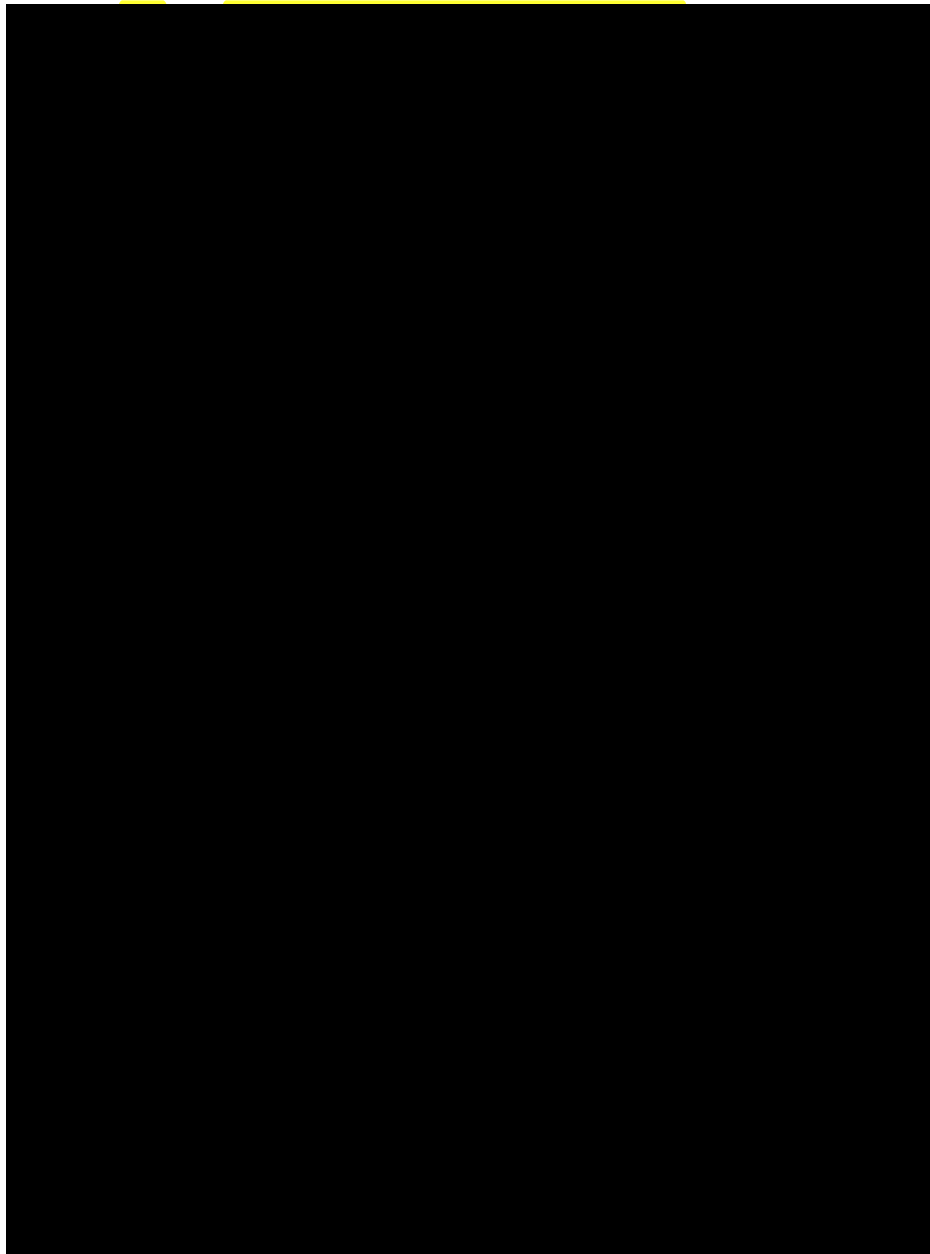
19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17



18 Q. Okay. I'm going to show you what
19 has been marked as Exhibit 8, which is an
20 email from Umed Juraev to Rami Abuhamedh,
21 right?

22 A. Right.

1

2

3

A. Let me look at it, please.

4

(Document review.)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

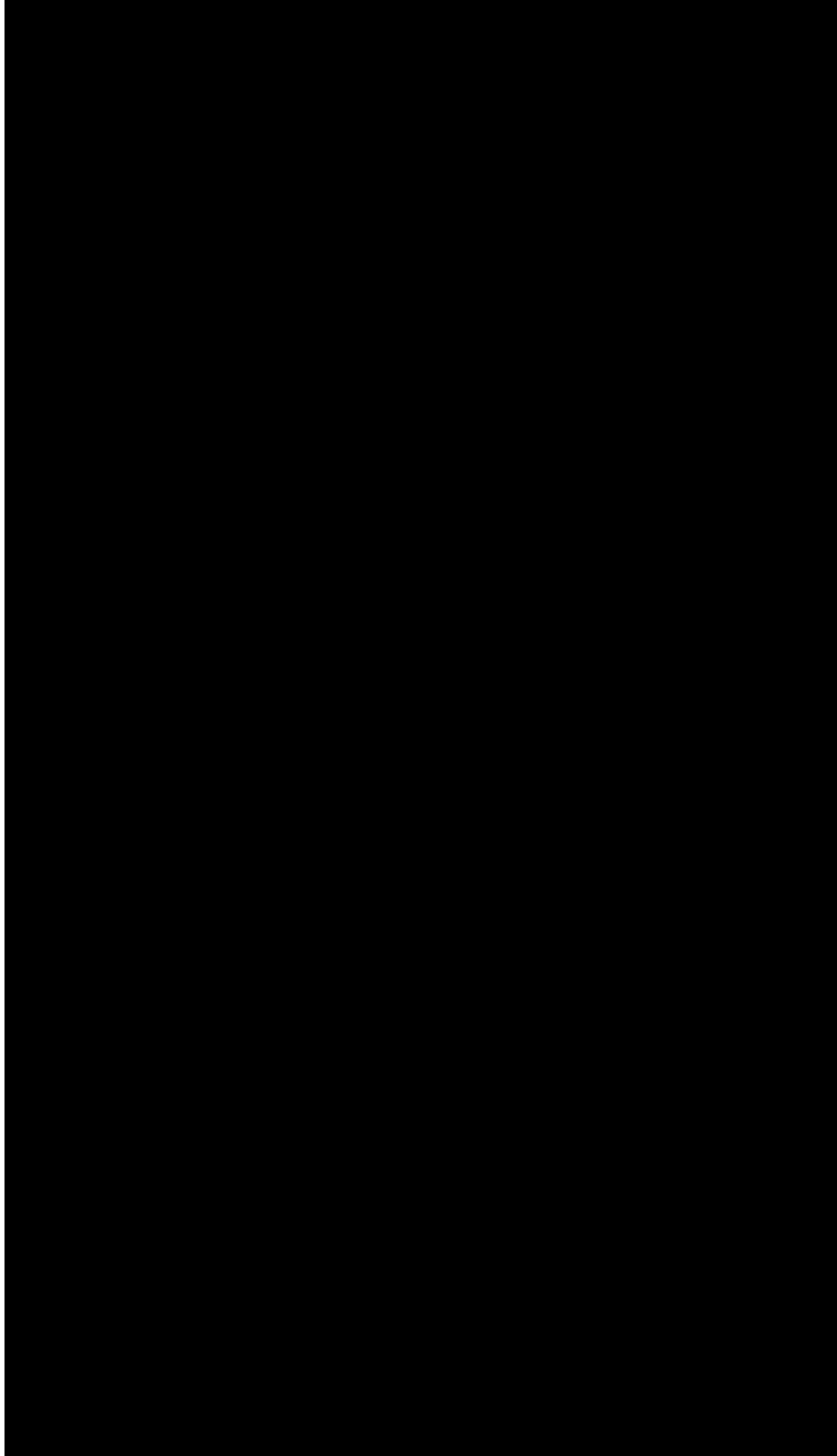
19

20

21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3 Q. How is your business now?

4 A. Excellent.

5 Q. How did you recover?

6 MR. BEHRE: Objection, relevance,
7 outside the temporal scope.

8 A. By persistence.

9 Q. Are you aware of how troop levels
10 in Afghanistan declined over the last ten
11 years?

12 A. Yes.

13 Q. Last five years?

14 A. Yes.

15 Q. Okay. And that had something to
16 do with not getting business?

17 A. Obviously when the troop level
18 declines, business declines. Obviously,
19 the facts that affects the DLA's budget and
20 DLA's ability to give us contracts.

21 I was involved -- I am still
22 involved in a university that we built is

1 the only hallmark that America left behind,
2 America Afghan university which I am a
3 member of the board of trustee and I
4 chaired the security committee of the
5 university.

6 After the disastrous evacuation
7 of 2022, all those businesses disappeared
8 and we had no more business in Afghanistan.

9 Q. I show you --

10 A. We had no more prisoners in
11 Afghanistan, I should say.

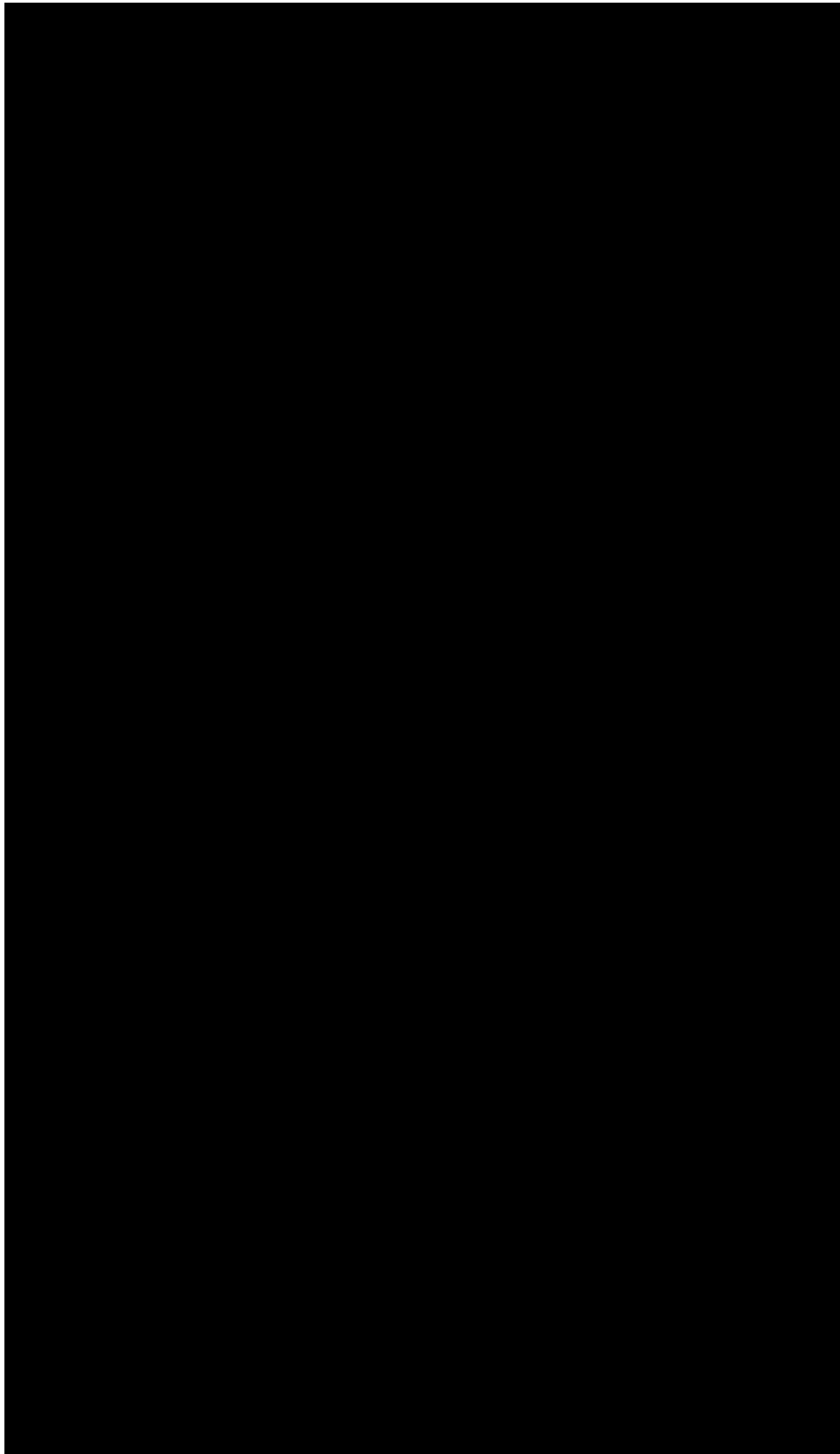
12 Q. I show you what was marked as
13 Exhibit 9, which corresponds with trade
14 secret 9 as identified in your answers to
15 the third supplemental interrogatories
16 which you state that it is an email
17 attaching a proposal for relaunching an
18 airline related to one of plaintiff's
19 companies, ALG Transportation Inc.?

20 A. Right.

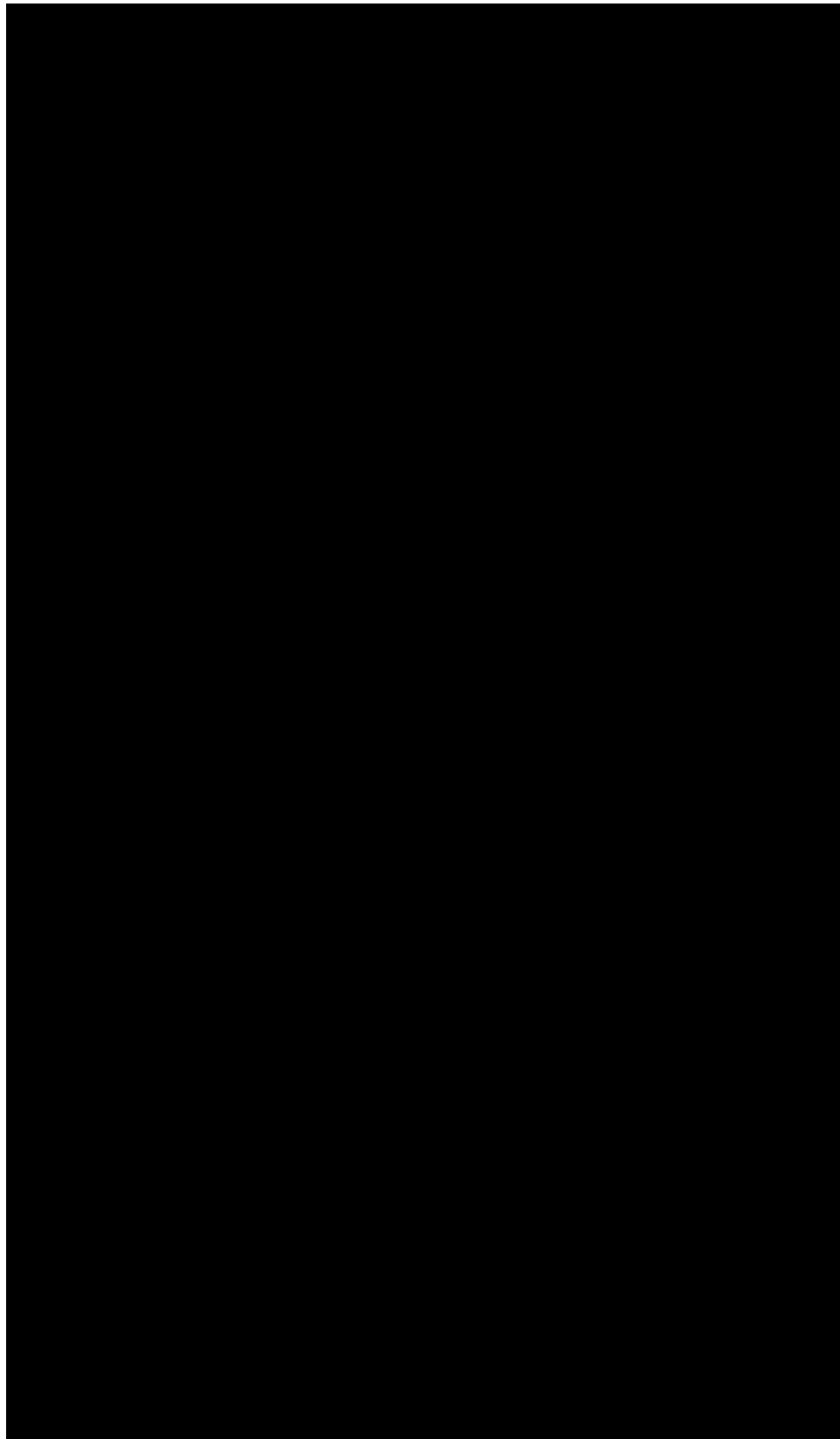
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14



15 The airline business --
16 Q. Do you --
17 MR. BEHRE: He was answering.
18 BY MR. KAPLAN:
19 Q. I'm sorry. I apologize.
20 A. Not at all.
21 The airline business, as you
22 know, is a very small club. On the top,

1 people know each other, they have a
2 relation, and you don't betray. When
3 somebody does go out of the wagon and loses
4 the business. It's a very small club on
5 the top.

6 Q. Okay. So I'm showing you what
7 has been marked as Exhibit 10. This is an
8 email to Alan Baird in 2014 --

9 A. Right.

10 Q. -- for an MRO in the country of
11 Georgia, right?

12 A. Right.

13 Q. And that was never created?

14 MR. BEHRE: Can you look at the
15 exhibit?

16 THE WITNESS: Can I just
17 scratch --

18 MR. BEHRE: No, there is no
19 scratching. Not allowed.

20 BY MR. KAPLAN:

21 Q. Now Exhibit 10 corresponds with
22 what you have identified as what's known as

1 trade secret 10 in Interrogatory responses
2 which you say is, quote, "an email
3 attaching an Excel of target aircraft and
4 clients for a maintenance repair and
5 operations project related to one of
6 plaintiff's companies, ALG Transportation
7 Inc."

8 Okay?

9 A. Okay.

10

11

12

13

14

15

16

17

18

19

20

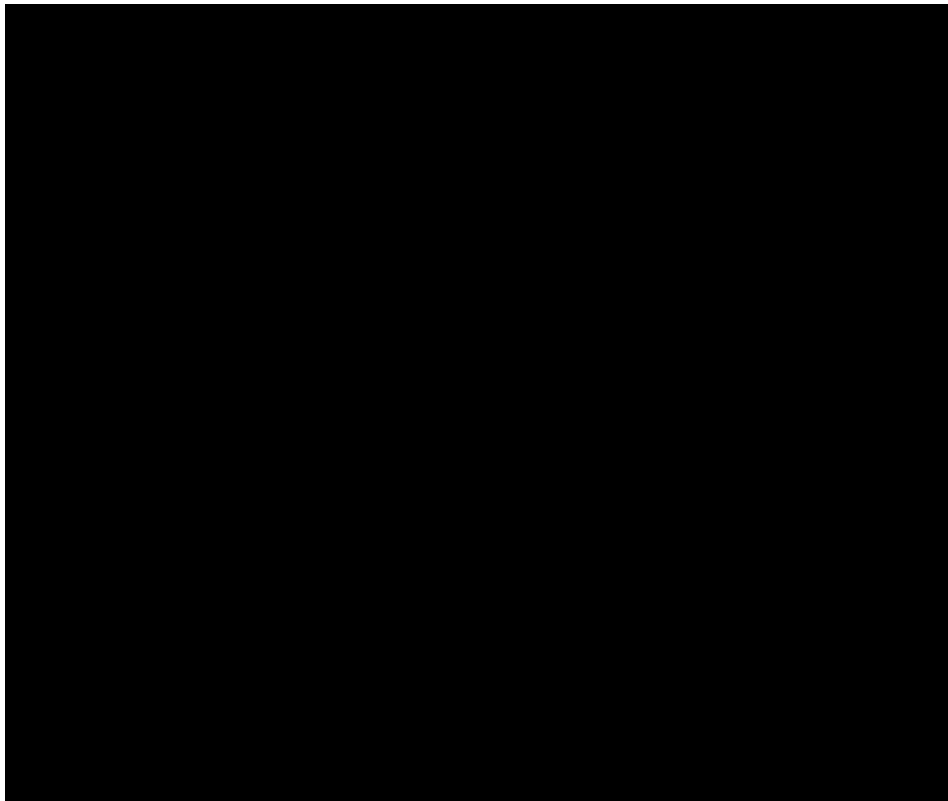
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22

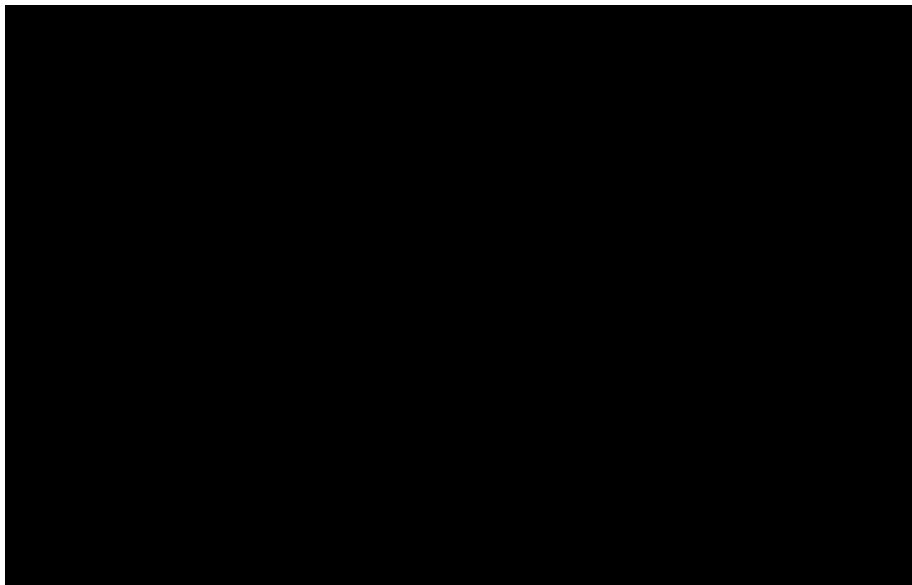


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22



MR. ROSENTHAL: You want a piece
of paper?

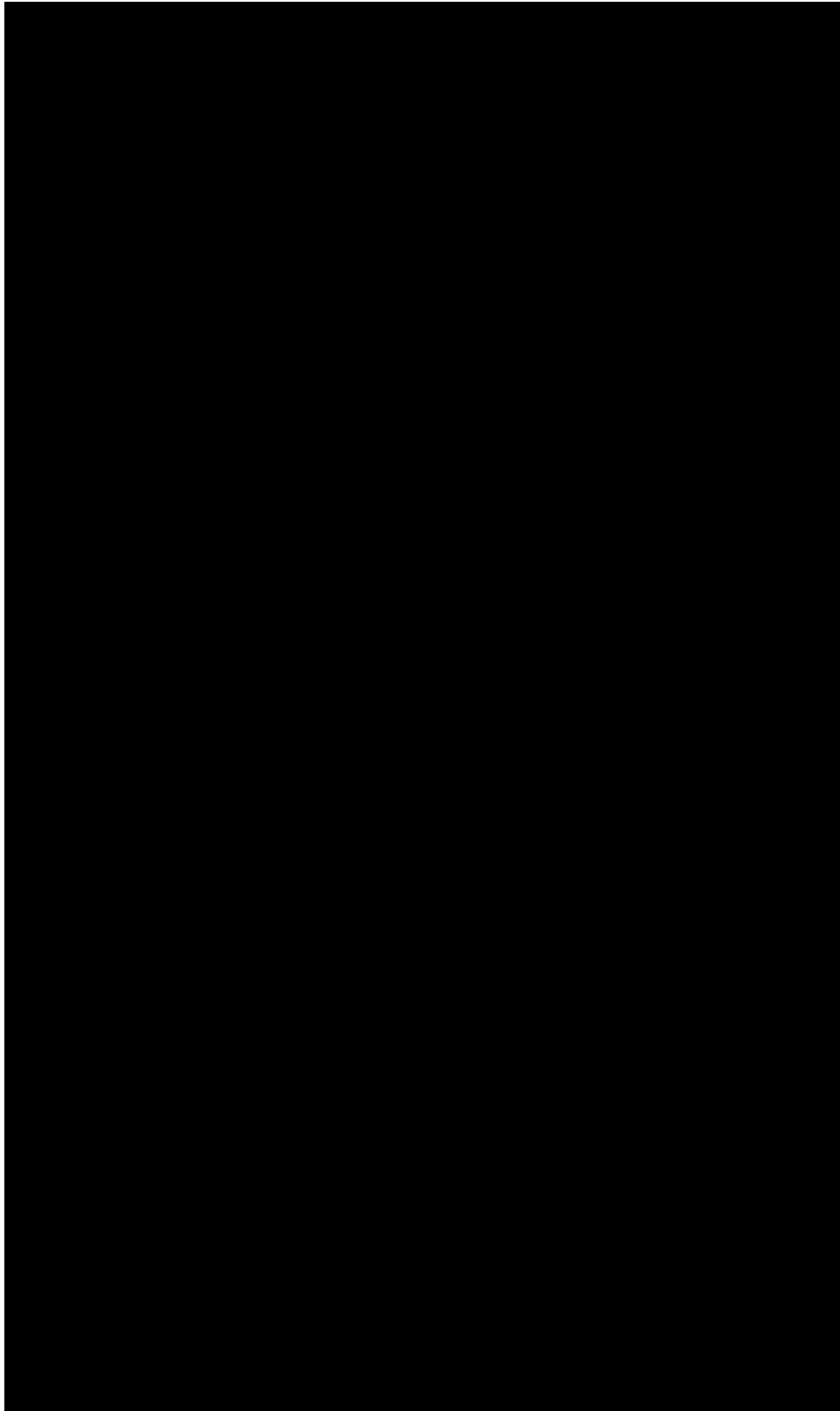
BY MR. KAPLAN:



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1 Q. Okay. So this was 2014 --

2 A. Right.

3 Q. -- right?

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1



2

MR. BEHRE: What page are you

3

reading from?

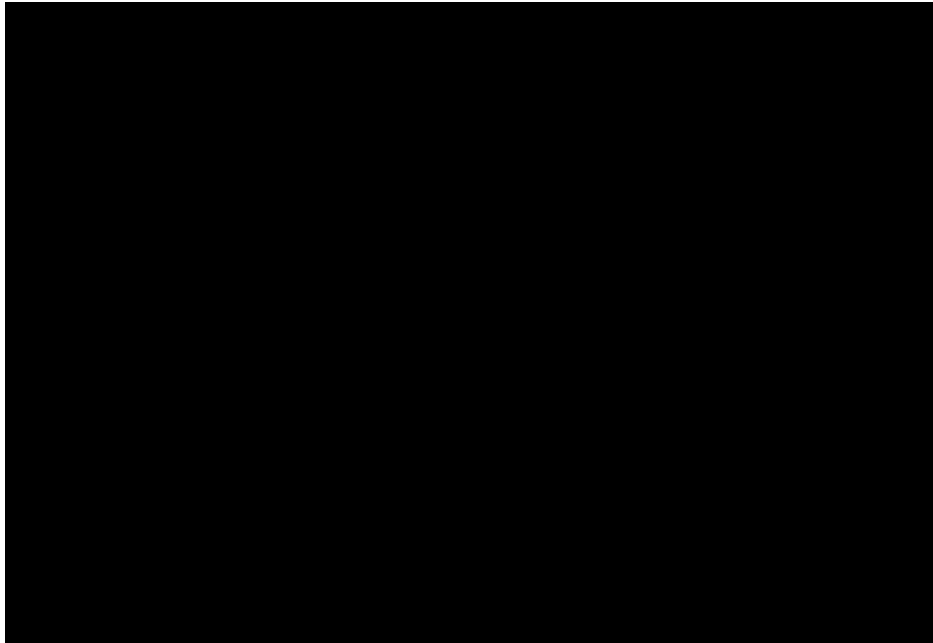
4

MR. KAPLAN: Number 2.

5

BY MR. KAPLAN:

6



7

8

9

10

11

12

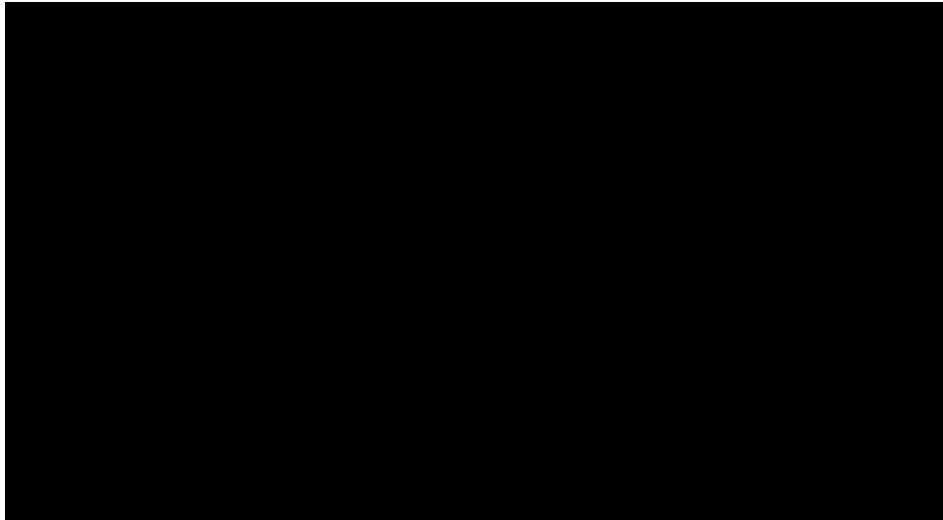
13

14

15

MR. BEHRE: Objection.

16



17

18

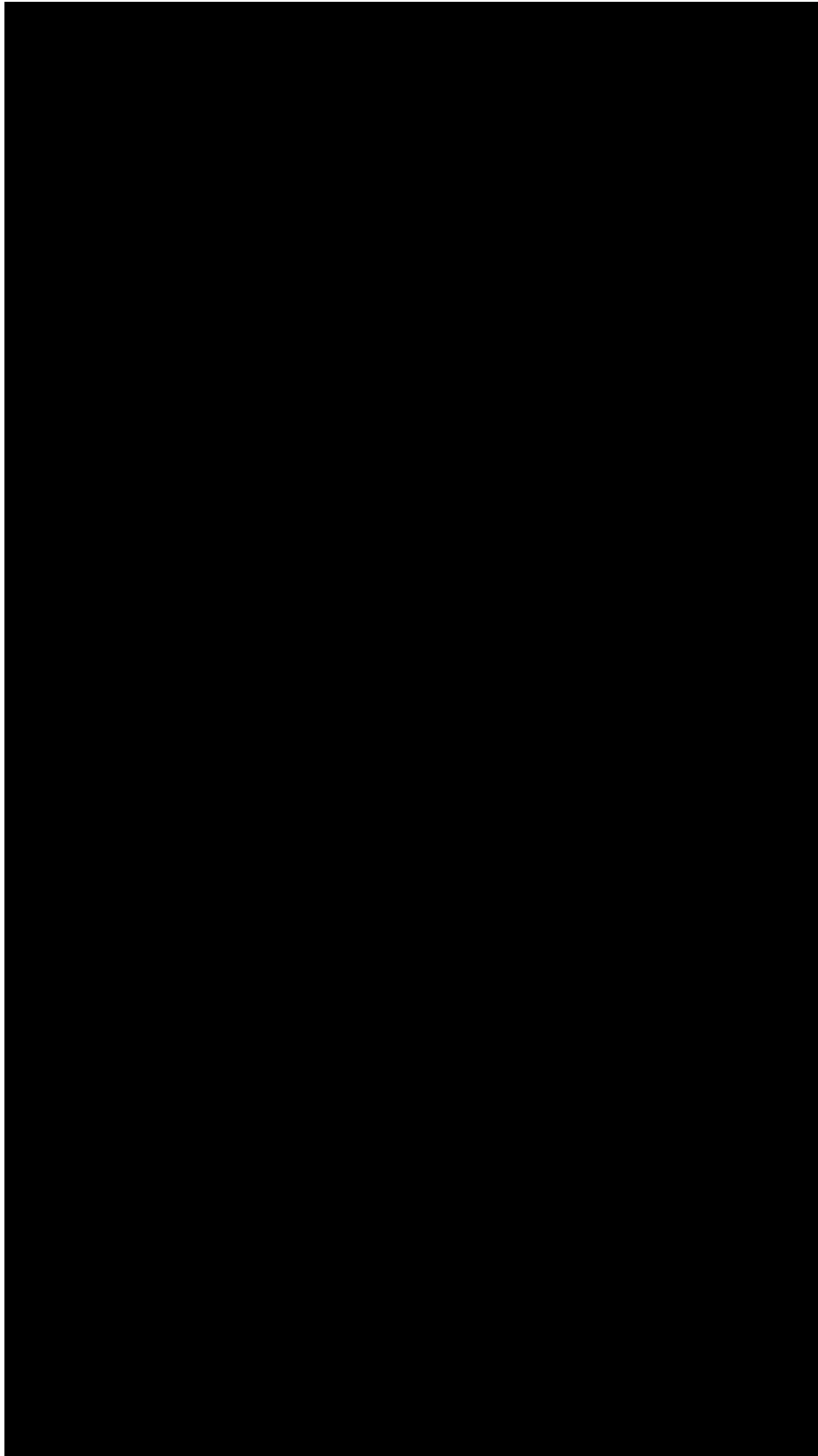
19

20

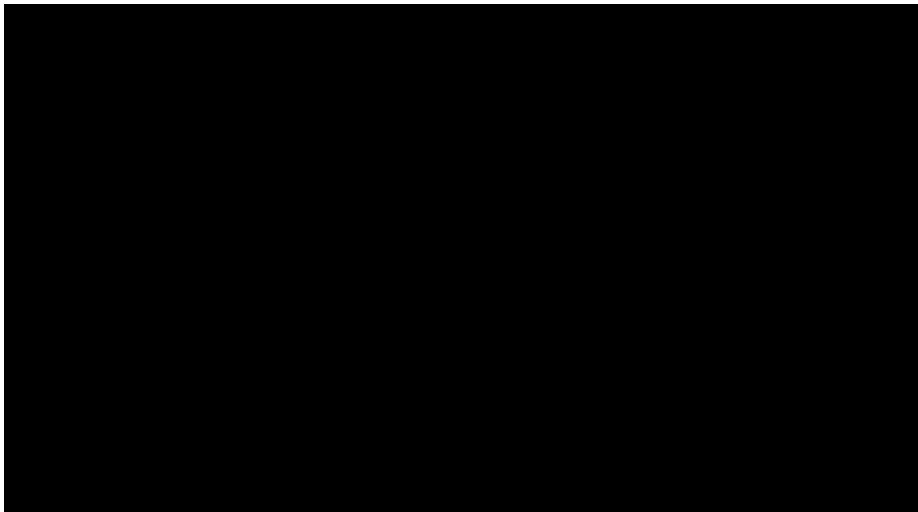
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7



8 Q. How about Mr. Baird, why was he
9 sending this information to him?

10 A. Mr. Baird was hired to put the
11 MRO business plan together and assist on a
12 lot of the work. He was going to be the
13 general manager.

14 Q. Who hired him?

15 A. ALG.

16 Q. Do you know whether ALG had a
17 confidentiality agreement with Mr. Baird or
18 an NDA?

19 A. Well, he was coming in as an
20 employee. He was running the project. It
21 was not necessary. He was coming in to run
22 the company and as an employee and possibly

1 acquire the interest, so we did not require
2 it.

3 Q. Now I'm showing you -- when you
4 say coming in, you were considering?

5 A. Yes. We hired him temporarily as
6 a consultant to do this work with -- we
7 hired him as a consultant to put the
8 project together as a lead person and with
9 the understanding that if we moved forward,
10 we will hire him as a general manager to
11 run the business.

12 Q. Was he paid?

13 A. Yes.

14 Q. By whom?

15 A. By ALG.

16 Q. Okay. Now in front of you is
17 Exhibit 11, which corresponds with what you
18 have identified as trade secret number 11
19 in your third supplemental response to
20 interrogatories and which you state is "an
21 email attaching a forecast and financial
22 statement for an MRO project related to one

1 of plaintiffs companies ALG Transportation
2 Inc."

3 Correct?

4 A. Let me look at it, please.

5 (Document review.)

6 MR. BEHRE: Good luck. Mine is
7 illegible. Page 3 is just a drawing.

8 (Document review.)

9 THE WITNESS: This one
10 (indicating)?

11 A. You must be joking.

12 MR. BEHRE: Read the top line.

13 (Document review.)

14 BY MR. KAPLAN:

15 Q. Who is --

16 MR. BEHRE: Well, let him finish
17 reading it or whatever you call it.

18 MR. KAPLAN: I don't need him to
19 for right now.

20 MR. BEHRE: Well, he's going to.
21 You show him a document, he's entitled
22 to look at it, particularly when

1 they're illegible.

2 MR. KAPLAN: I'm not asking
3 questions about that particular
4 portion.

5 BY MR. KAPLAN:

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

(Simultaneous speaking.)

6

7

8

9

10

11

12

13

14

15

16

17

18

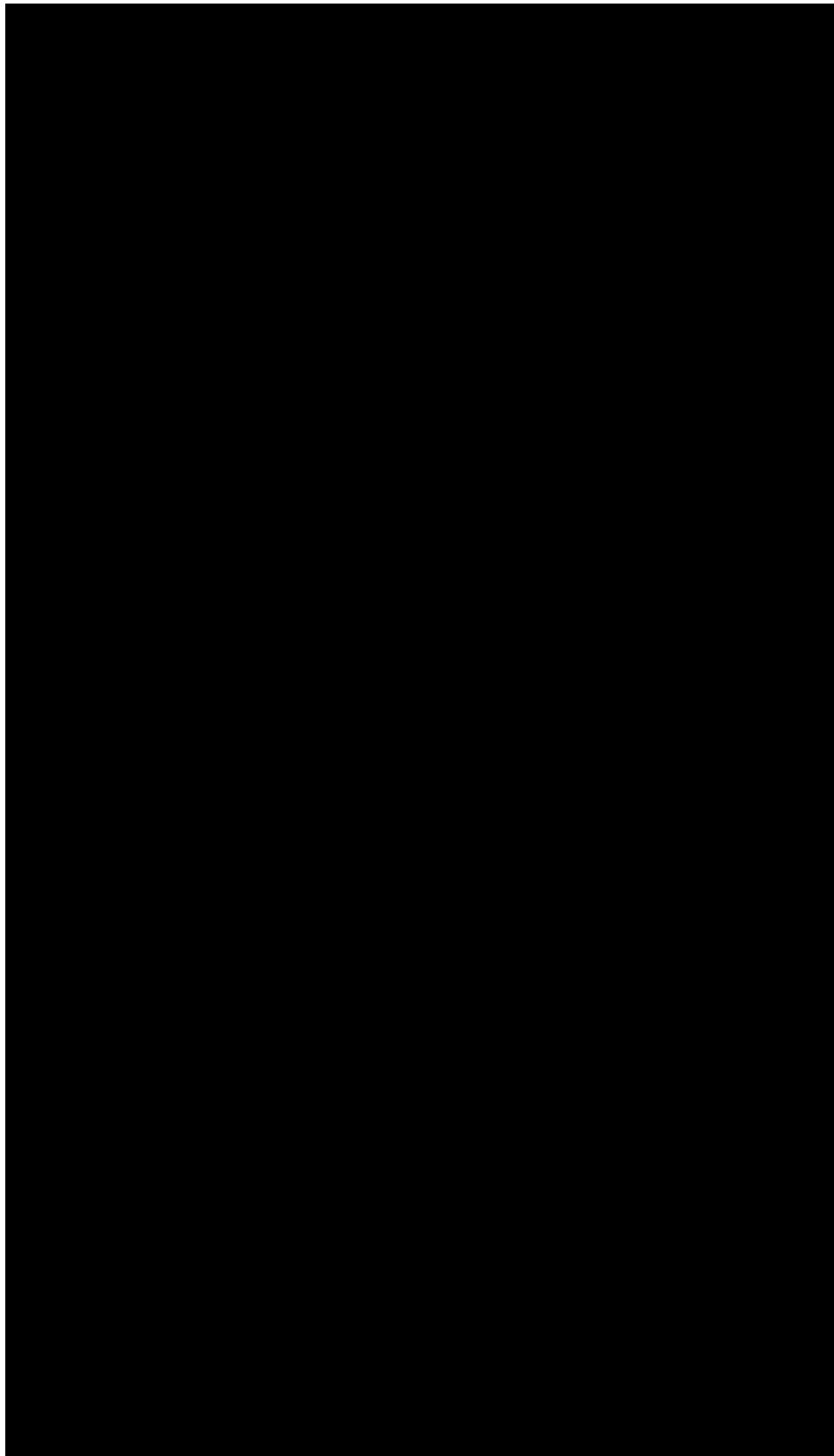
19

20

21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3

4

5

6 Q. And I'll show you now what's been
7 marked as Exhibit 12.

8 MR. KAPLAN: Kirby, you can state
9 your objection for the record and we'll
10 switch it out by Bates number.

11 BY MR. KAPLAN:

12 Q. Mr. Azima, this is Exhibit 12
13 which has been identified -- which you have
14 identified in your interrogatories it
15 corresponds with trade secret number 12,
16 which you state is "an email attaching a
17 joint proposal for U.S. AID projects by one
18 of plaintiff's companies, HeavyLift
19 International Inc."

20 Right?

21 A. Yes.

22

1

2

3

4

5

6

7

8

9

10 Q. Okay.

11 A. It's the richest republic in the
12 federation.

13 Q. It's in the Caucas, right?

14 A. It's the northern Caucas, yes,
15 and it is an oil rich country. Teknaf, you
16 probably have heard.

17

18

19

20

21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

(Reporter clarification.)

16

17

18

19

Q. Okay.

20

MR. BEHRE: That's not what the

21

witness said, but...

22

BY MR. KAPLAN:

1 Q. Is that what you said?

2 A. That's what I said.

3 MR. BEHRE: He said

4

5 MR. KAPLAN: He just said that's
6 what he said.

7

8

9 Q. Okay.

10 MR. KAPLAN: I mean, Kirby, he
11 was agreeing with me.

12 MR. BEHRE: Let the witness
13 clarify what he says himself.

14 MR. ROSENTHAL: Can we move on?
15 The record is clear.

16 BY MR. KAPLAN:

17 Q. The record is clear.

18 This particular -- the proposal
19 that is attached to Exhibit 12, it was
20 created by numerous individuals, correct?

21 A. Which one, sir?

22 Q. 12, the one in front of you.

1 MR. KAPLAN: The bid proposal.

2 A. Yes.

3 Q. All right. So can you identify
4 what input specifically you had?

5 A. I cannot understand. I have to
6 read it.

7 Q. Well, would it be anything other
8 than --

9 MR. BEHRE: The witness is
10 reading. You asked him a question. He
11 said he'd look at it.

12 MR. KAPLAN: Let me address it a
13 different way.

14 BY MR. KAPLAN:

15

16

17

18

19

20 MR. BEHRE: Objection, calls for
21 speculation. The witness asked to look
22 at the exhibit and then he was then

1 denied an opportunity to do so.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19 MR. BEHRE: Objection, vague as

20 to "your."

21 BY MR. KAPLAN:

22

1



2

MR. KAPLAN: Correct.

3

(Document review.)

4



5

6

7

8

9

10

11

12

13

14

15

16

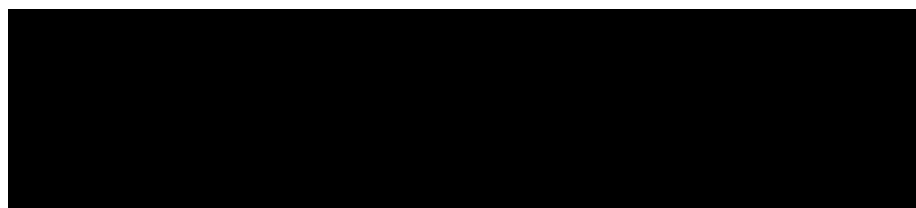
17

18

19

(Reporter clarification.)

20



21

22

1

2

3

4

5

6

7

8

9

Q. Okay. Let me show you what's
been marked as Exhibit 12A. Maybe that
will refresh your recollection. Let me
know.

13

(Document review.)

14

A. What is your question, sir?

15

16

17

18

19

20

21

22

1

2

3

4

5 Q. Okay. I show you what has been
6 marked as Exhibit No. 13, which
7 corresponds --

8 A. May I give that back to you, sir?

9 Q. No. It's yours?

10 A. It goes with which one?

11 Q. It's its own thing. You can put
12 all the other -- 12 and 12A you can put to
13 the side.

14 I'm going to show you what has
15 been marked Exhibit 13, which corresponds
16 with what you have identified as trade
17 secret number 13 and state is "an email
18 attaching a confidential presentation and
19 attaching a feasibility study and a
20 business plan for a proposed expansion
21 related to one of plaintiff's companies,
22 HeavyLift International Inc."

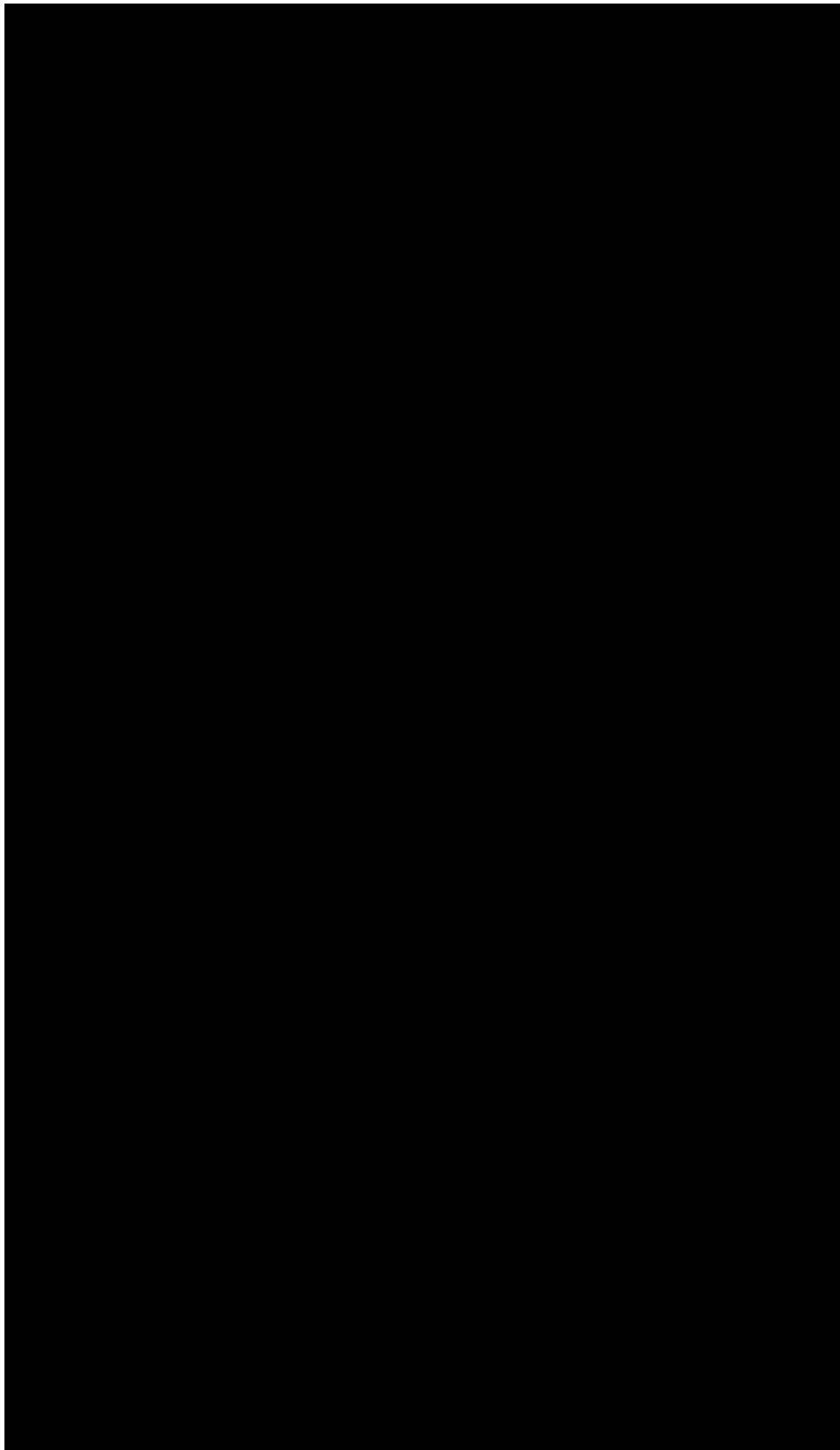
1 And this is from August of 2008
2 to Scott Hartzell.

3 MR. BEHRE: I note that this
4 exhibit also has highlighting and stars
5 and circles and highlight and --
6 (Simultaneous speaking.)

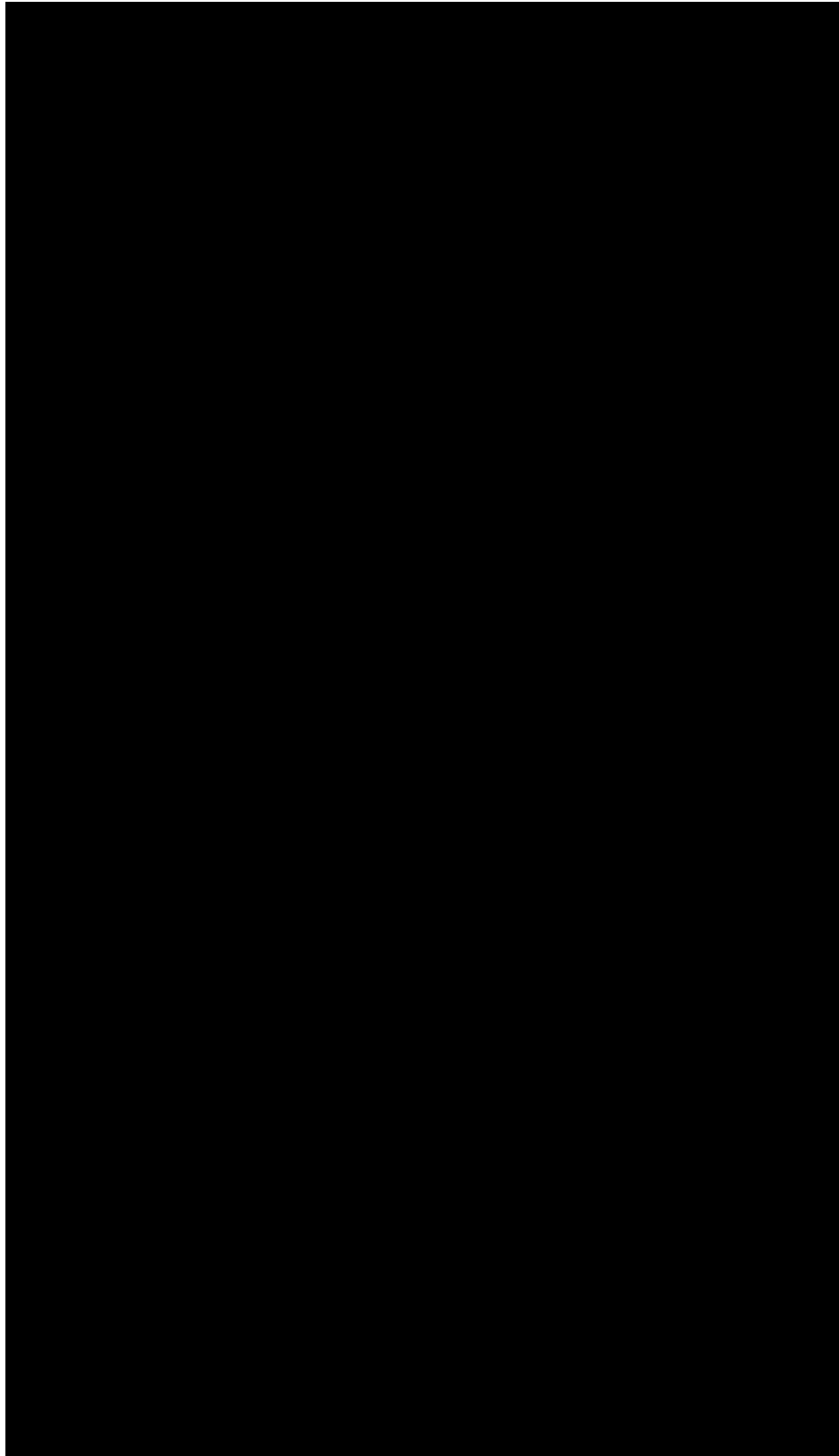
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22



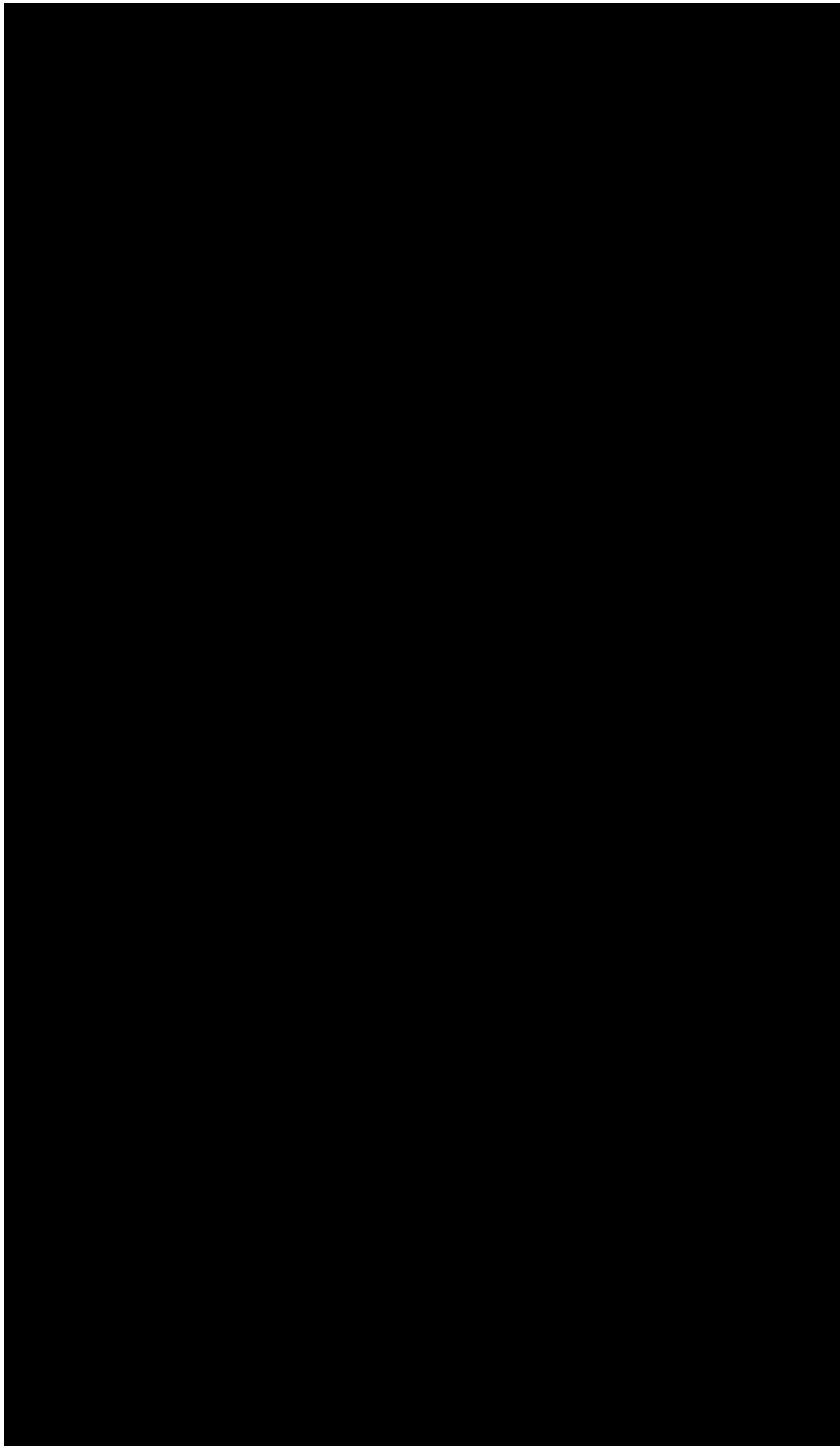
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



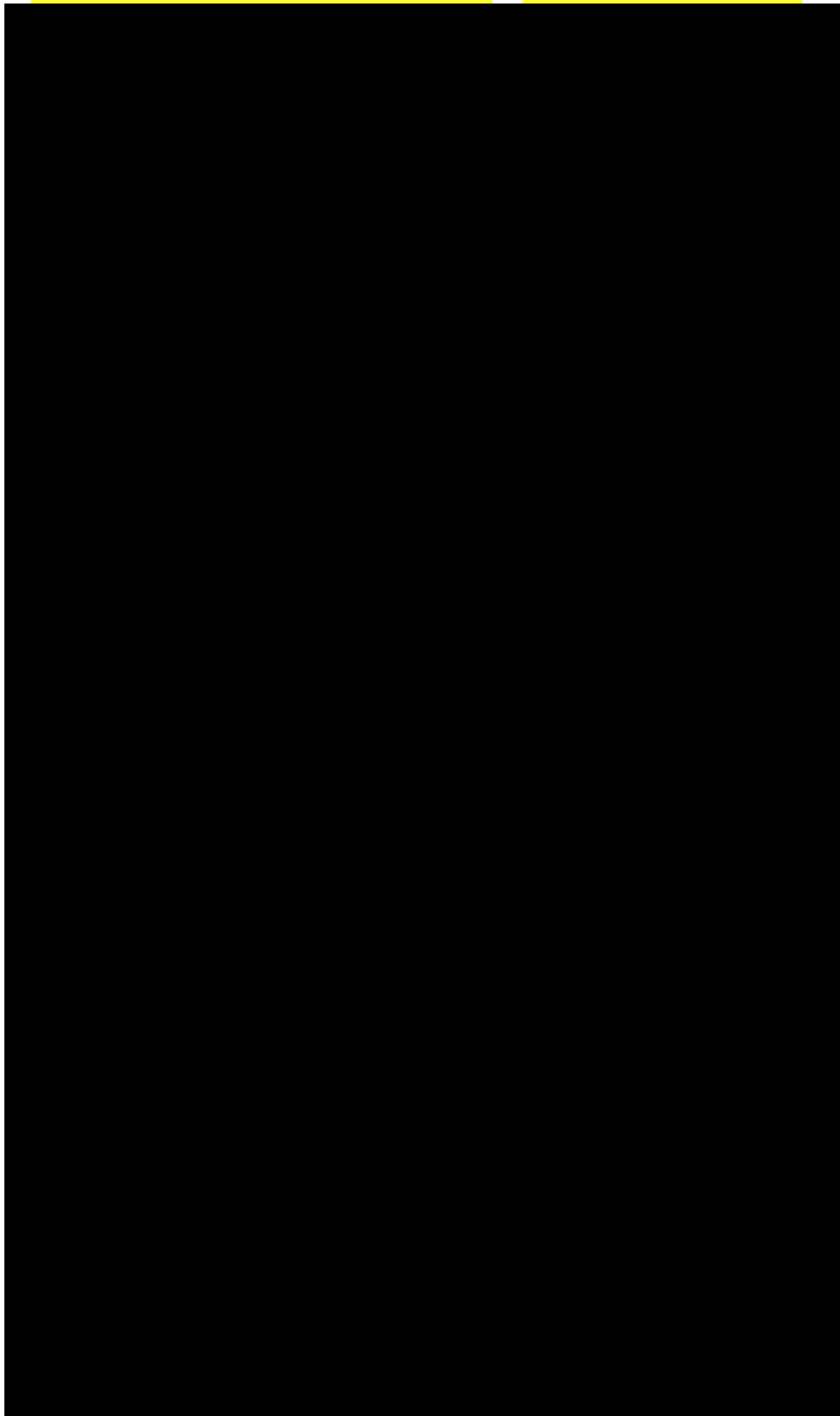
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



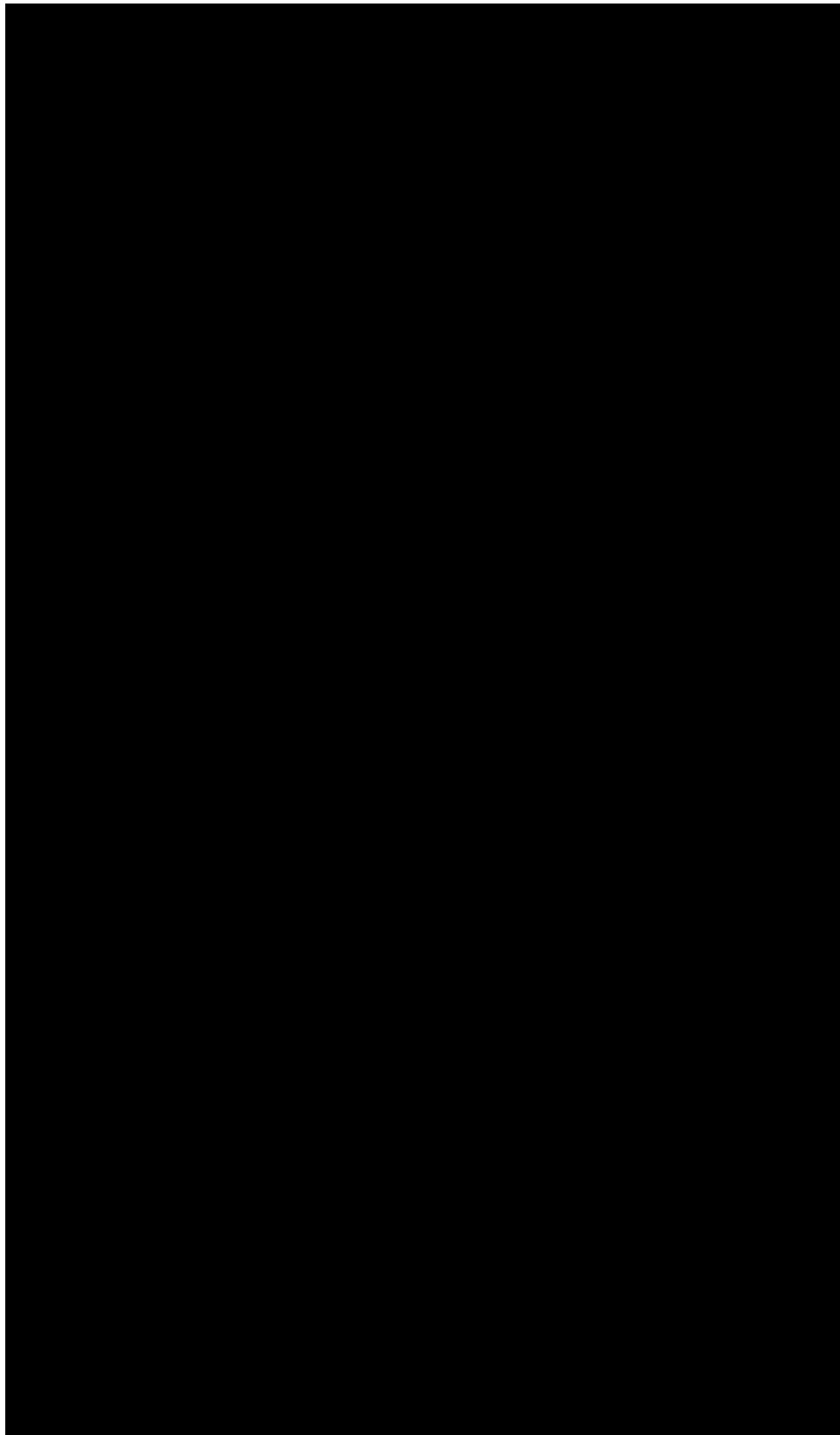
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



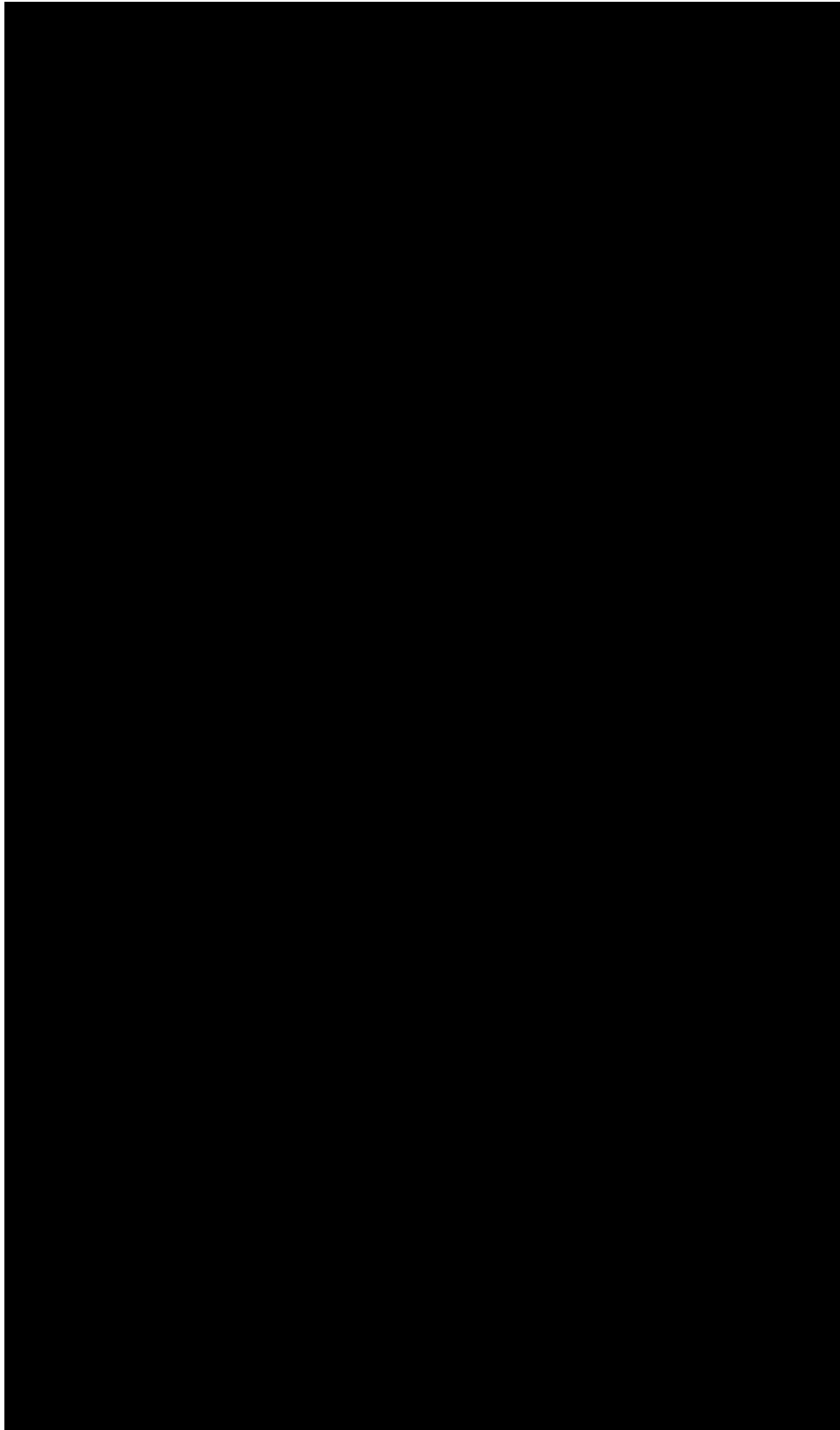
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



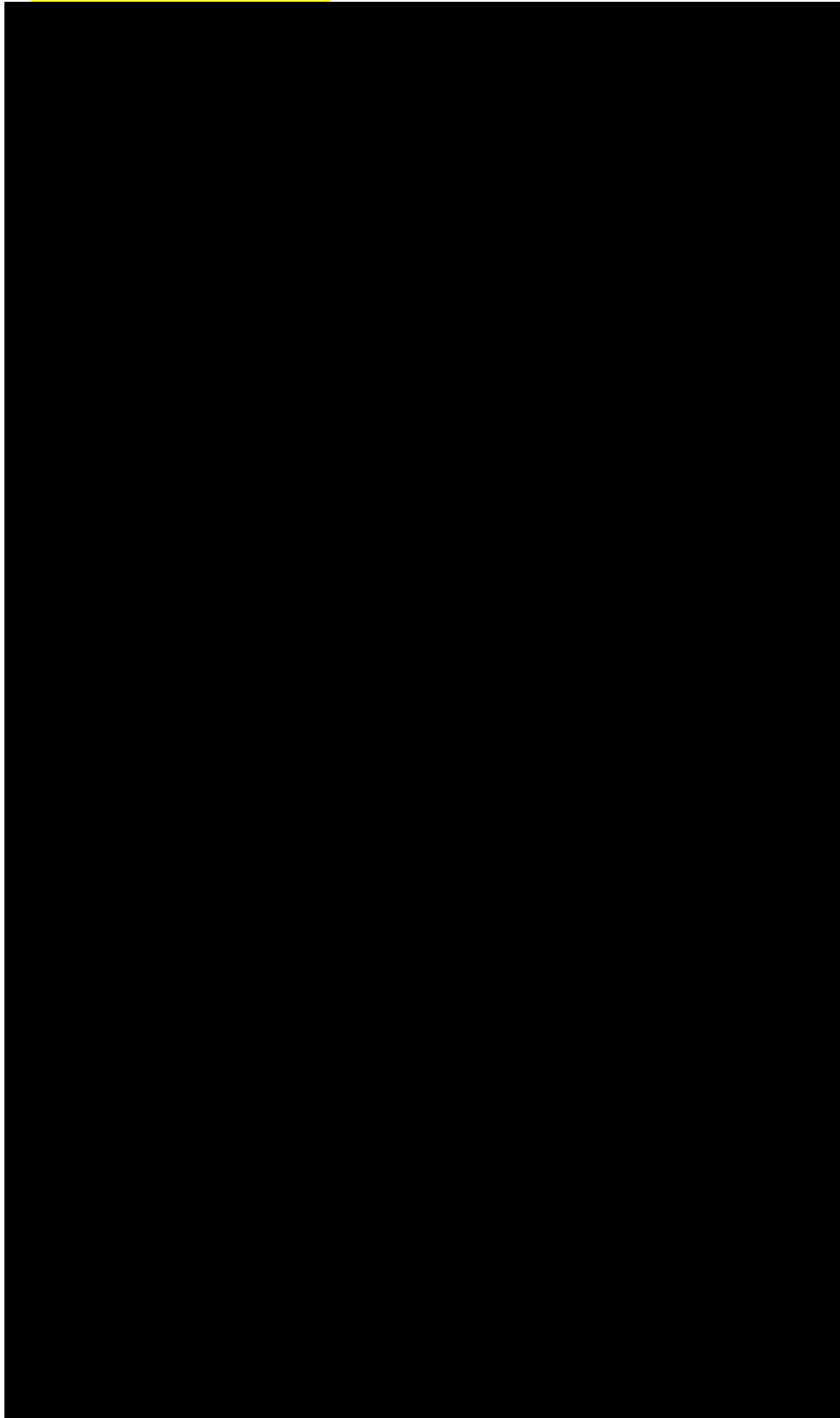
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



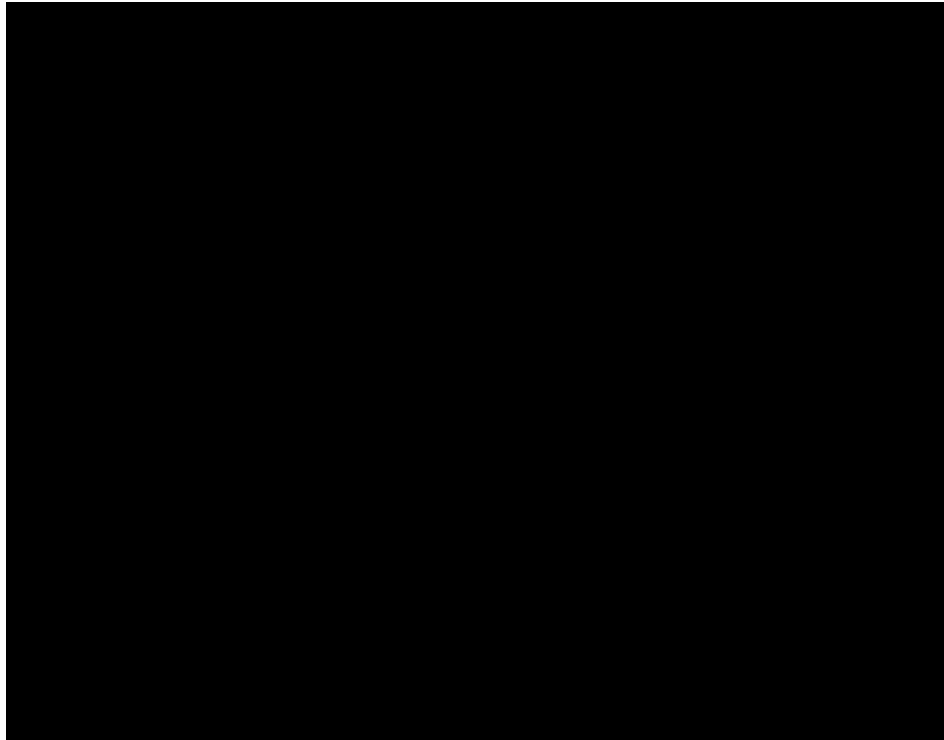
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22

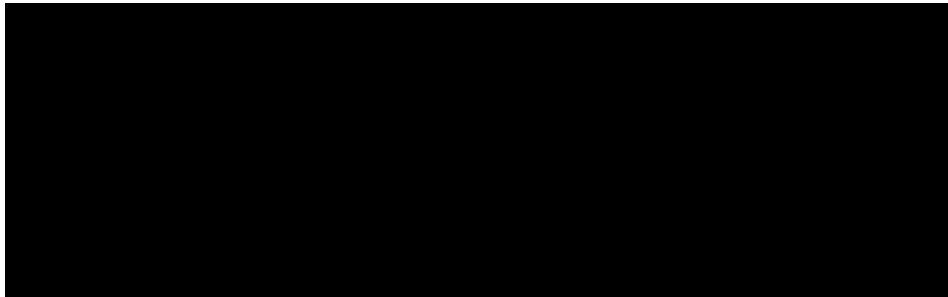


1
2
3
4
5
6
7
8
9
10



11 (Simultaneous speaking.)
12 (Reporter clarification.)

13
14
15
16



17 Q. And you can't quantify your
18 economic losses as a result of the
19 disclosure of Exhibit 13 in 2017 or 2018?

20 A. In totality, by then, our
21 business has dried up.

22 Q. Okay. Would you consider the

1 information attached to the email which is
2 Exhibit 13 to be an ALG Transportation Inc.
3 trade secret?

4 A. I'm sorry. One more time,
5 please.

6 Q. Would you consider the
7 information contained in the attachments to
8 Exhibit, the email in Exhibit 13 to be an
9 ALG trade secret, considering they are the
10 ones that paid third parties to put it all
11 together.

12 No, no, no, the one in front of
13 you.

14 A. This is 13?

15 Q. Yes, 13.

16 (Document review.)

17

18

19

20 Q. Okay. Let's take a look -- does
21 that mean it's a HeavyLift trade secret?

22 A. I don't know the answer.

1 Q. Okay. Let's take a look at
2 Exhibit 14, which corresponds with trade
3 secret number 14 that you identified in
4 your Interrogatory answers in which you
5 state is "an email attaching an MRO
6 business plan related to one of plaintiff's
7 companies, HeavyLift International Inc."

8

9

10

11

12

13

14

15

16 Q. Okay.

17 A. The company was not one-man show.

18 We had a lot of people.

19 MR. KAPLAN: Why don't we break.

20 THE VIDEOGRAPHER: Off the record

21 at 2:45.

22 (Recess is taken.)

1 THE VIDEOGRAPHER: We are back on
2 the record at 3:05.

3 BY MR. KAPLAN:

4 Q. Mr. Azima, I'm showing you what
5 has been marked as Exhibit 15. We'll note
6 Mr. Behre's objection on the record
7 regarding highlighting and we'll substitute
8 by Bates number.

9 So this is Exhibit 15 which you
10 identified corresponds with trade secret
11 number 15 and as you state is "an email
12 attaching confidential information used for
13 government contracting by one of
14 plaintiff's," quote "companies HeavyLift
15 International."

16 Correct?

17 A. Yes.

18

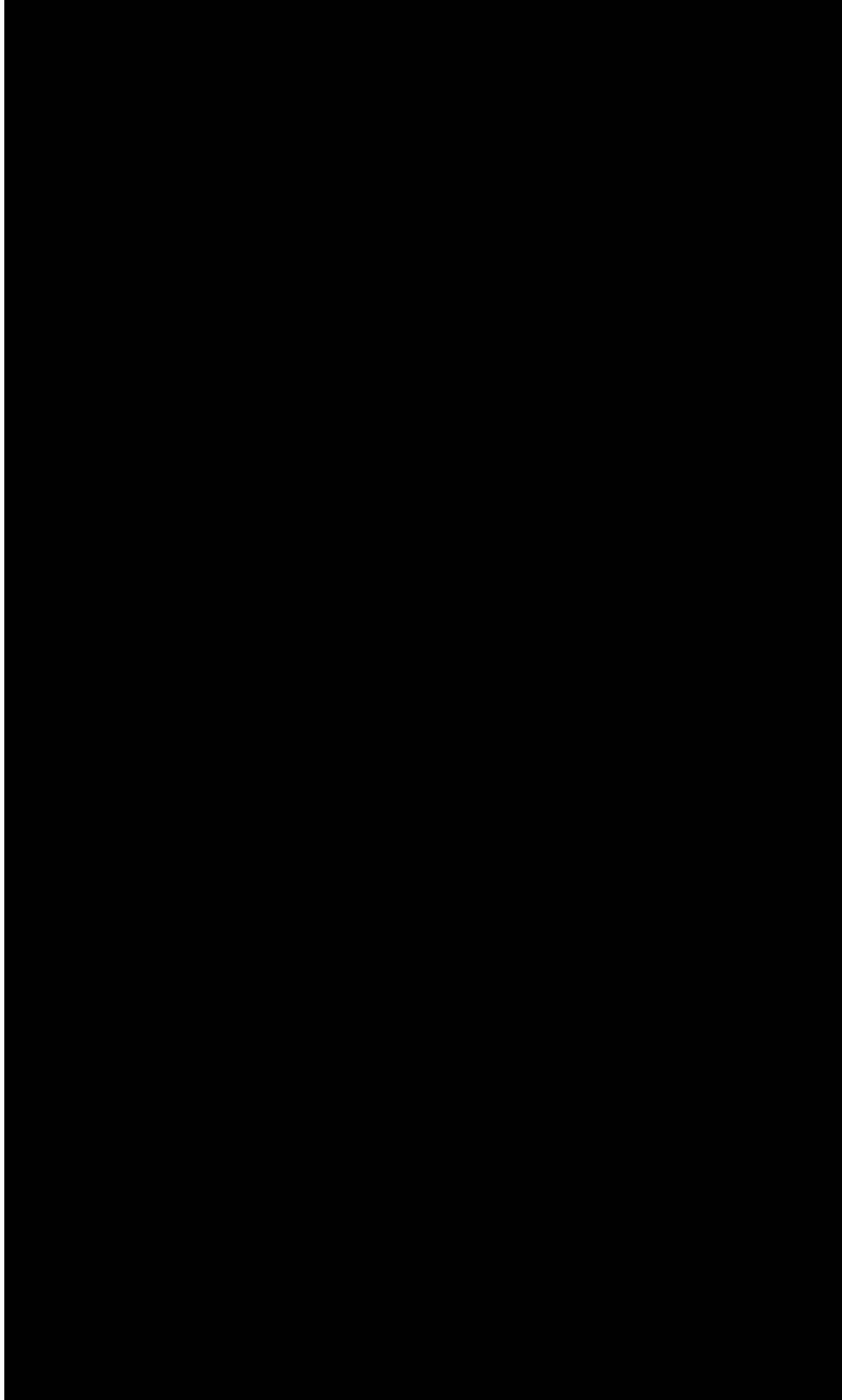
19

20

21

22

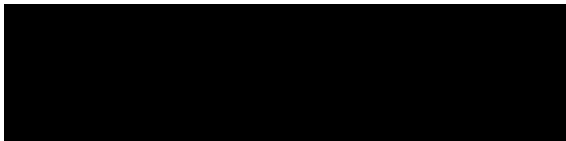
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22



MR. BEHRE: Objection, calls for
a legal conclusion.

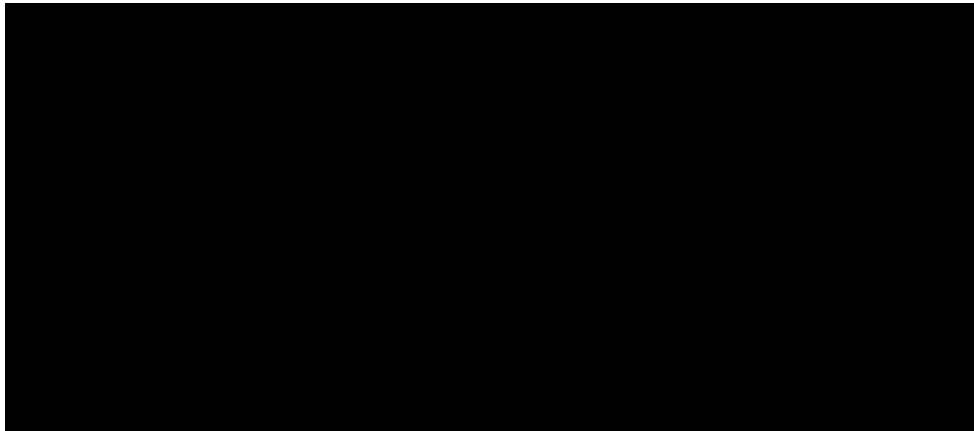


1
2
3
4
5
6
7
8
9
10



11 MR. BEHRE: Objection, calls for
12 a legal conclusion.

13
14
15
16
17
18



19 MR. BEHRE: Objection, vague and
20 ambiguous.
21 If you want to direct him to
22 Bates numbers, do it.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

MR. BEHRE: Objection, calls for
a legal conclusion.

MR. BEHRE: Calls for
speculation.

You have to let me finish.

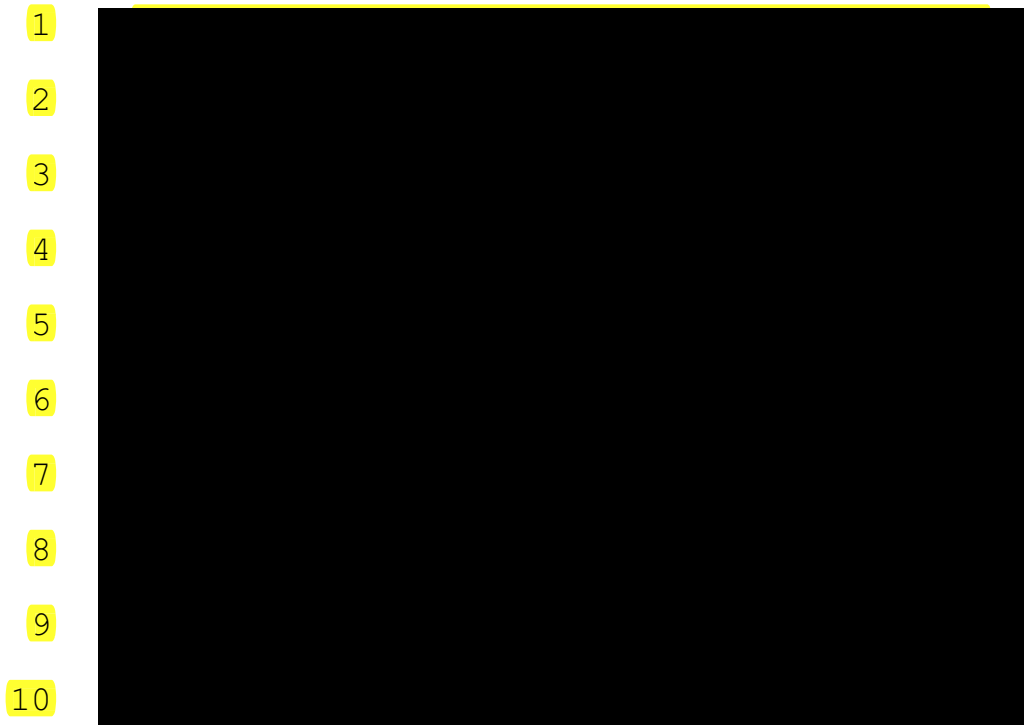
Let me get my objection.

MR. KAPLAN: Get your objection
out.

MR. BEHRE: Very cute.

Calls for speculation. And the
record will be clear what the
objections are.

BY MR. KAPLAN:



11 MR. BEHRE: Objection, calls for
12 a legal conclusion.

13 MR. KAPLAN: I just want to
14 understand on the record if I ask him
15 to identify why he's considering
16 something a trade secret, you're not
17 thinking he can answer it without
18 making a legal conclusion.

19 MR. BEHRE: You're using a legal
20 term --

21 MR. KAPLAN: Sure.

22 MR. BEHRE: -- that is the

1 ultimate issue in this case, trade
2 secrets. If you want to ask him what
3 is confidential and what's been
4 designated as trade secrets, you're
5 free to do so. But you're asking him
6 for a legal conclusion.

7 BY MR. KAPLAN:

8

9

10

11 MR. BEHRE: Objection.

12

13

14

15

16

17

18

19

20

21

22

1 (Document review.)

2

3

4

5

6

7

8

9

10

11

12

13

14 MR. BEHRE: Objection,

15 mischaracterizes the testimony.

16

17

18

19

20

21

22

1

2

3

4

MR. BEHRE: Objection. Same

5

objections.

6

THE WITNESS: Kirby, finish.

7

MR. BEHRE: Objection, calls for

8

a legal conclusion.

9

10

11

12

13

14

15

16

17

18

Q. Okay. Let's go to Exhibit 16.

19

A. Go to 16, you said?

20

Q. I'm going to show you what's been

21

marked as Exhibit 16, which corresponds to

22

trade secret 16 as identified in your

1 Answers to Interrogatories which you state
2 is, quote, "an email attaching a proposal
3 for a new airline related to one of
4 plaintiff's companies, HeavyLift
5 International."

6 Right?

7 This is in September of 2009
8 after RAK owned 51 percent of HeavyLift,
9 right?

10

11

12

13

14

15

16

17

18

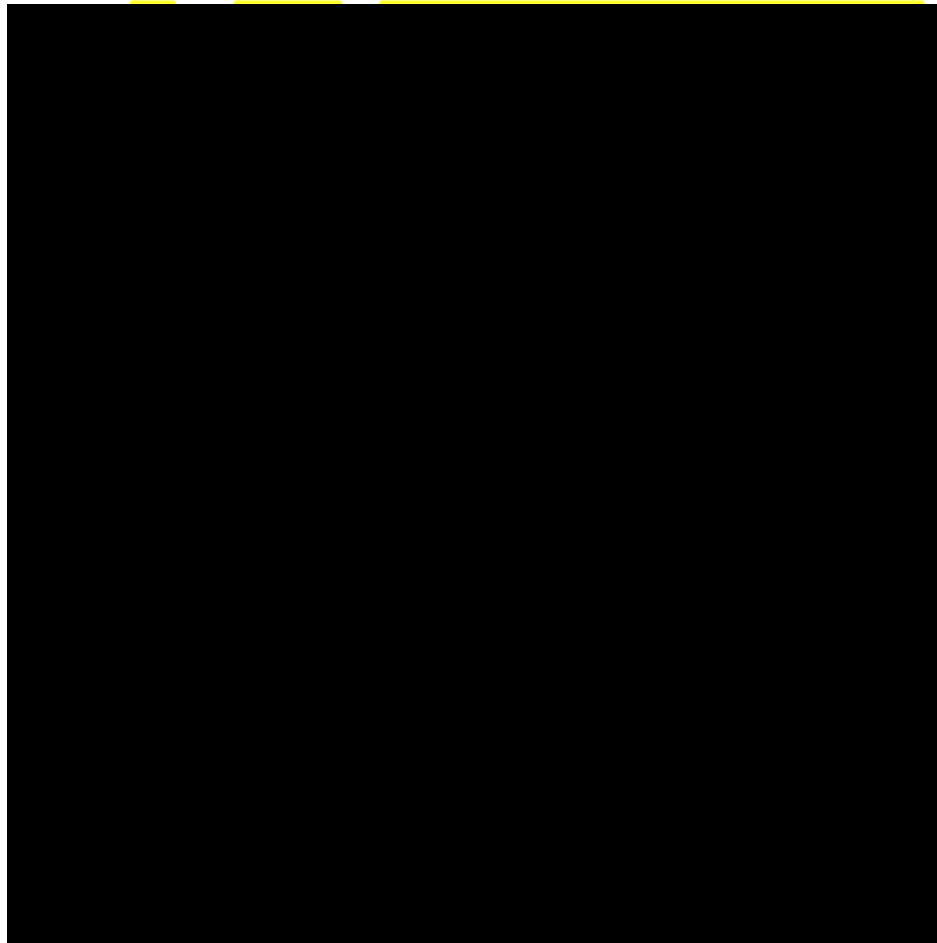
19

20

21

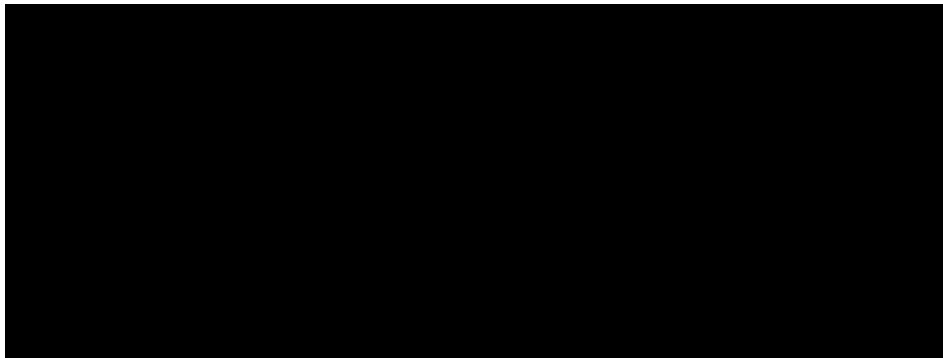
22

1
2
3
4
5
6
7
8
9
10
11
12
13



14 MR. BEHRE: Objection, vague and
15 ambiguous, unintelligible.

16
17
18
19
20



21 Q. Okay. I'm going to show you what
22 has been marked as Exhibit 17. And it

1 corresponds to trade secret number 17 that
2 you have identified in your response to
3 interrogatories which you state is, quote,
4 "an email attaching an expansion plan and
5 associated forecast related to one of
6 plaintiff's companies, HeavyLift
7 International Inc."

8 Yes?

9 A. Yes.

10 Q. From March of 2011?

11 A. Correct.

12 Q. HeavyLift went out of business
13 within two years after that, correct?

14 A. After November, I believe.

15

16

17

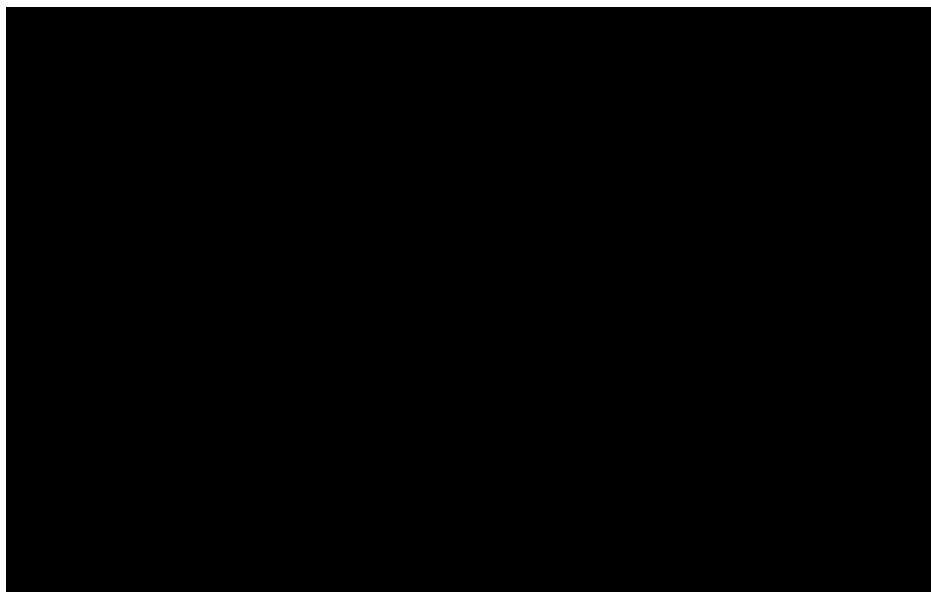
18

19

20

21

22



1

2

3

4

5

(Reporter clarification.)

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5 Q. Did Ray Adams work for HeavyLift?

6 A. Ray Adams had the title of a
7 HeavyLift CFO.

8 Q. Was he paid by HeavyLift?

9 A. I don't remember who was paid --
10 whether his pay goes from different
11 companies back and forth.

12 Q. Okay. Did he have his own
13 entity?

14 A. Yes.

15 Q. All right. And it was the entity
16 that got paid, right?

17 A. I believe so.

18 Q. Okay. So was he sort of a
19 consultant for all your companies?

20 A. Sort of.

21 Q. Do you remember the name of the
22 entity?

1 A. Tasman.

2 Q. Tasman LLC?

3 A. Yes, I believe so.

4 Q. Do you know what state --

5 A. I'm sorry.

6 Q. Do you know what state it was
7 located?

8 A. No.

9 Q. T-a-z-m-a-n?

10 A. I don't know.

11 Q. T-a-s-m-a-n?

12 A. Something like that. I don't
13 know.

14 Q. Did Farhad Azima have any
15 confidentiality agreements with Tasman?

16 A. Tasman was Ray Adams, basically.

17 Q. Yeah.

18 A. So it was not deemed necessary to
19 do that. He was my right-hand man at some
20 point. My right-hand person, Ray Adams.

21 Q. Okay. So with regards to trade
22 secret number 17, you stated that you "own

1 all documents and information generated by
2 his companies." I assume you're
3 referring --

4 A. I did not say that at all.

5 Q. You sure you didn't say that?

6 A. By his companies generated --

7 Q. "Plaintiff owns all documents and
8 information generated by his companies."

9 A. By whose companies?

10 Q. Why don't you go back to Exhibit
11 1 or 40. Exhibit 40.

12 A. 40?

13 Q. Yes, it should be on the bottom.
14 It's right there. 4-0? Nope, the green
15 one. Turn to page 13.

16 (Witness complies.)

17 Q. See where it says trade secret
18 17?

19 A. 14 and goes to 15.

20 Q. 1-3?

21 A. Oh, 1-3. Okay.

22 Q. Do you see where it says trade

1 secret 17?

2 A. Yes.

3 Q. "Plaintiff is an owner of this
4 trade secret. It is an email attaching an
5 expansion plan and associated forecast
6 related to one of plaintiff's companies,
7 HeavyLift International Inc. Plaintiff
8 owns all documents and information
9 generated by his companies."

10 A. By companies, meaning by my
11 companies.

12 Q. Yeah.

13 A. But Tasman is not my company.

14 Q. Okay. But HeavyLift is, right?

15 A. HeavyLift is.

16

17

18

19

20 Q. But at this point in time, RAK
21 owned 51 percent of HeavyLift, correct?

22 A. I believe I clarified that they

1 had no involvement in operation of the
2 company.

3 Q. That's not my question.

4 You would agree with me that in
5 March of 2011, RAK owned a majority
6 ownership interest in HeavyLift, okay?
7 We've already established that.

8 A. Technically, yes.

9 Q. So by what basis do you contend
10 that you own documents created by HeavyLift
11 International?

12 A. Because he never would have
13 participated in the airline, never took
14 part in management. And for them, it was
15 -- for the reason to buy the interest in
16 HeavyLift was entirely non-commercial.

17 Q. Do you have any other basis?

18 A. Why they bought HeavyLift?

19 Q. Why it is that you contend that
20 you own all documents and information
21 generated by HeavyLift?

22 A. Because they just bought it and

1 walked away. They didn't do anything with
2 it.

3 Q. Isn't it sitting in their office
4 in the Emirates, all the documents?

5 A. It is --

6 MR. BEHRE: Objection.

7 A. It is in HeavyLift's office.

8 Q. Right.

9 And they own 100 percent of
10 HeavyLift, meaning RAK?

11 A. They own 100 percent, the papers
12 in the HeavyLift, yes.

13 Q. Okay.

14 A. But you know what the paper is
15 worth? Nothing. It was useless.

16 Q. Okay.

17 A. They have no interest in
18 HeavyLift. They just bought it for their
19 own reason.

20 Q. Do you know why Mr. Adams was
21 paid through an entity rather than for his
22 personal services?

1 A. I do not. He requested it and we
2 honored it.

3 Q. Let me show you what we're
4 marking as Exhibit 18, which corresponds to
5 trade secret number 18 that you identified
6 in response to Interrogatory answers and
7 which you state is a financial forecast
8 related to the performance of one of
9 plaintiff's companies, Shollar Bottling
10 Company, right?

11 A. Um-hmm.

12

13

14

15

16

17

18

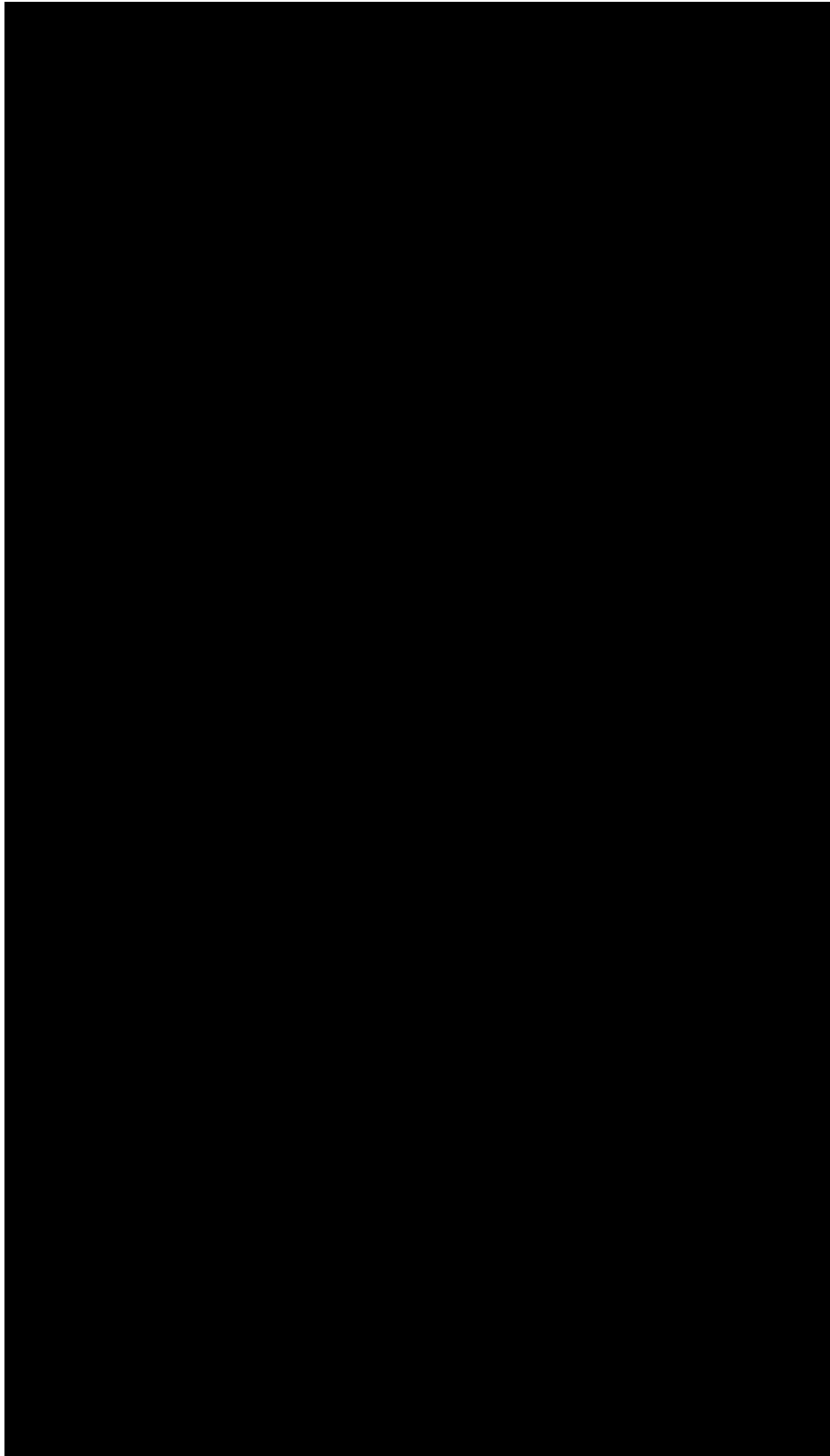
19

20

21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3

4

5

6

7

8

9

10

11 MR. BEHRE: Objection, vague,
12 calls for a legal conclusion.

13

14

15

16

17

18 MR. BEHRE: Objection, relevance.

19 BY MR. KAPLAN:

20

21

22

1

2

3

Q. Let me ask you a question.

4

5

Q. Let's use Shollar Bottling

6

Company. Let's assume that you are a

7

minority shareholder.

8

A. Um-hmm.

9

Q. Would you still contend that you

10

would own all documents and information

11

generated by Shollar Bottling Company?

12

MR. BEHRE: Objection, calls for

13

speculation.

14

BY MR. KAPLAN:

15

Q. Let's use HeavyLift.

16

You were a minority owner of

17

HeavyLift as of December 6th, 2009.

18

After December 6th, 2009, do you

19

contend that you owned all documents and

20

information generated by HeavyLift?

21

MR. BEHRE: Objection, beyond the

22

scope of the trade secrets.

1 A. HeavyLift was a special case.

2 Q. What about Brownies Global
3 Logistics?

4 A. As I had indicated before, I did
5 not have a direct role in the management.
6 My involvement was providing my knowledge,
7 financing, and the overall capabilities
8 that I had inputted and doing business with
9 the various governments.

10 Q. All right. But then it would be
11 the same situation where you didn't own all
12 of Brownies -- all the documents and
13 information generated by Brownies Global
14 Logistics either?

15 A. To the extent it was related to
16 me, I owned it. To the extent it wasn't
17 related to me, obviously not.

18 Q. Okay. You just testified that
19 HeavyLift was a special situation.

20 What made it special?

21 A. HeavyLift was special because of
22 the nature of its business.

1 Q. In what respect?

2 A. Well, its purpose was providing
3 logistics and transportation for
4 Afghanistan and Iraq and some other places.

5 Q. That's the only reason it was
6 special?

7 MR. BEHRE: Objection,
8 mischaracterizes the testimony.

9 A. The unique capability that
10 HeavyLift had, it was special. The UAE
11 airline owned 100 percent by U.S. citizen.

12 Q. Got it.

13 A. The UAE airline owned 100 percent
14 by U.S. citizen puts it in a very special
15 category. All our aircraft was not U.S.
16 registered and it was owned by -- the
17 airline was owned 100 percent by U.S.
18 citizen, which is me.

19 Q. Are you aware of any bribes that
20 Shollar paid at any time?

21 A. I am not.

22 Q. I'm showing you what has been

1 marked as Exhibit 19, which corresponds
2 with trade secret 19 as you identified in
3 your response to interrogatories, which you
4 contend is "an email attaching a teaser
5 management presentation and investor list
6 related to one of plaintiff's companies,
7 HeavyLift International."

8 Correct?

9 A. I'm sorry, one more time, please.

10

11

12

13

14

15

16 MR. BEHRE: Are you reading from

17 a document?

18 BY MR. KAPLAN:

19 Q. "Plaintiff is an owner of this
20 trade secret. It is an email attaching a
21 teaser management presentation and investor
22 list related to one of plaintiff's

1 companies, HeavyLift International."

2 MR. BEHRE: I think the confusion
3 is he's reading --

4 MR. KAPLAN: I understand.

5 MR. BEHRE: He's reading the
6 exhibit you gave him and --

7 MR. KAPLAN: I got it.

8 MR. BEHRE: No, hold on.

9 And you're reading from a
10 different document.

11 MR. KAPLAN: I know that.

12 MR. BEHRE: So if you could just
13 put in the record what you're reading
14 from so we could get it in front of us,
15 that would be helpful.

16 BY MR. KAPLAN:

17 Q. Sir --

18 A. Could I see the one -- is that
19 this one?

20 Q. It's 40. You've used all the
21 same language as to everything. You can
22 look at page -- the bottom of page 13 to

1 14.

2 A. 13 or 14, sir?

3 Q. It's number 19, which is found at
4 the bottom of 13.

5 A. Okay.

6

7

8

9

10

11

12

13

14

15

16

17

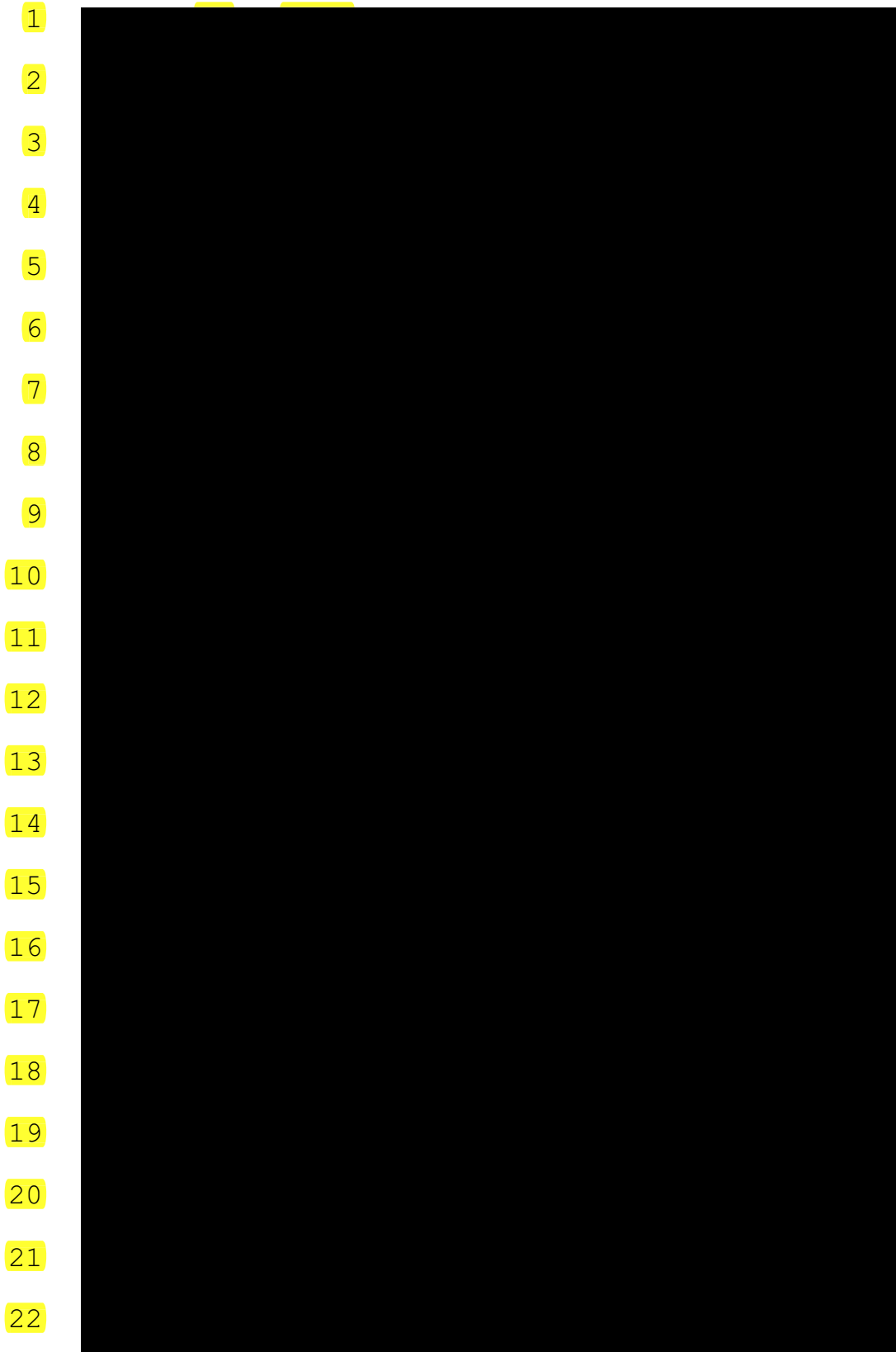
18

19

20

21

22



1

2

3

4

5

6

7

8

9

10

11

12

13

MR. BEHRE: What is "it"?

14

MR. KAPLAN: Exhibit 19.

15

BY MR. KAPLAN:

16

17

18

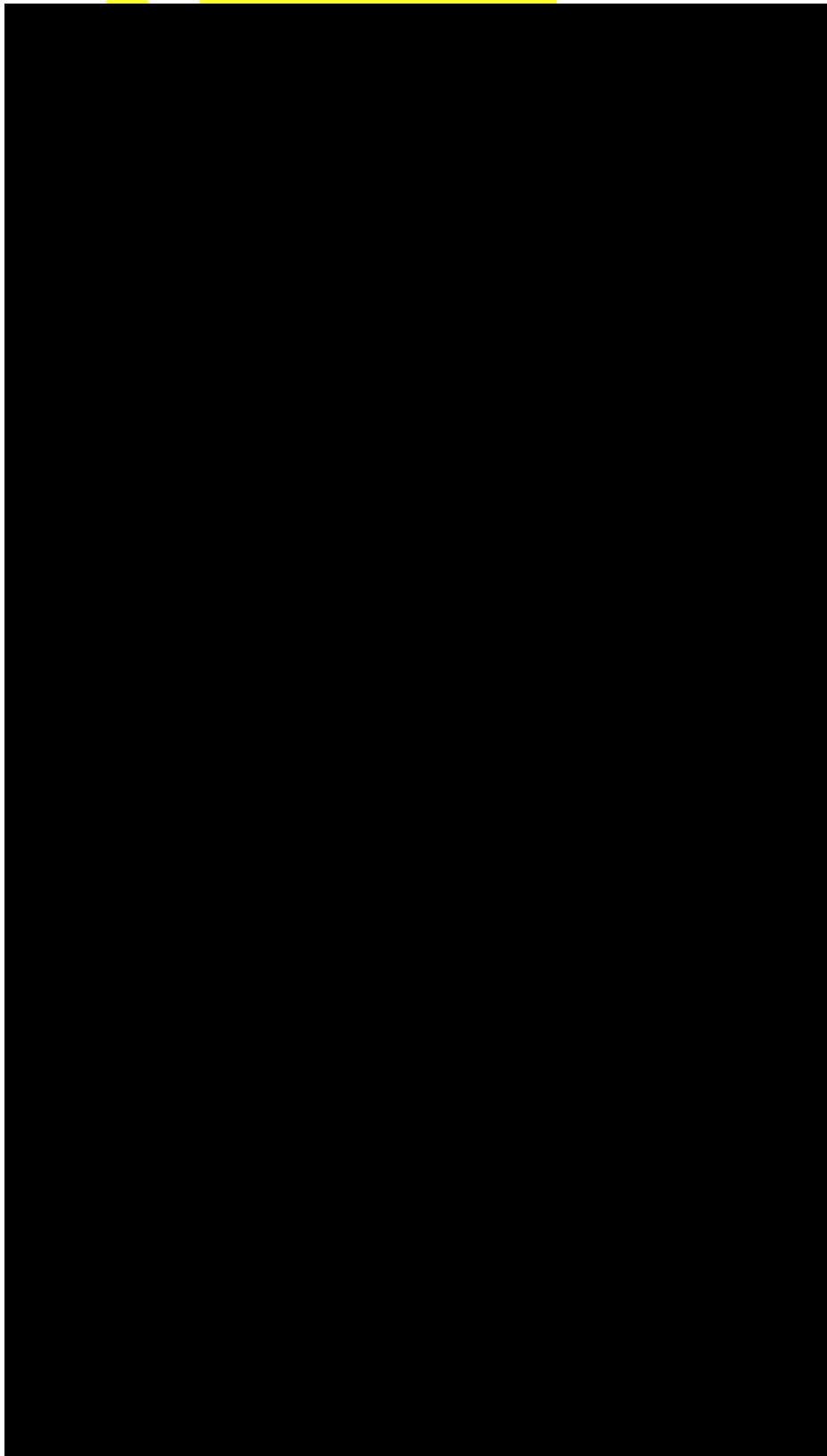
19

20

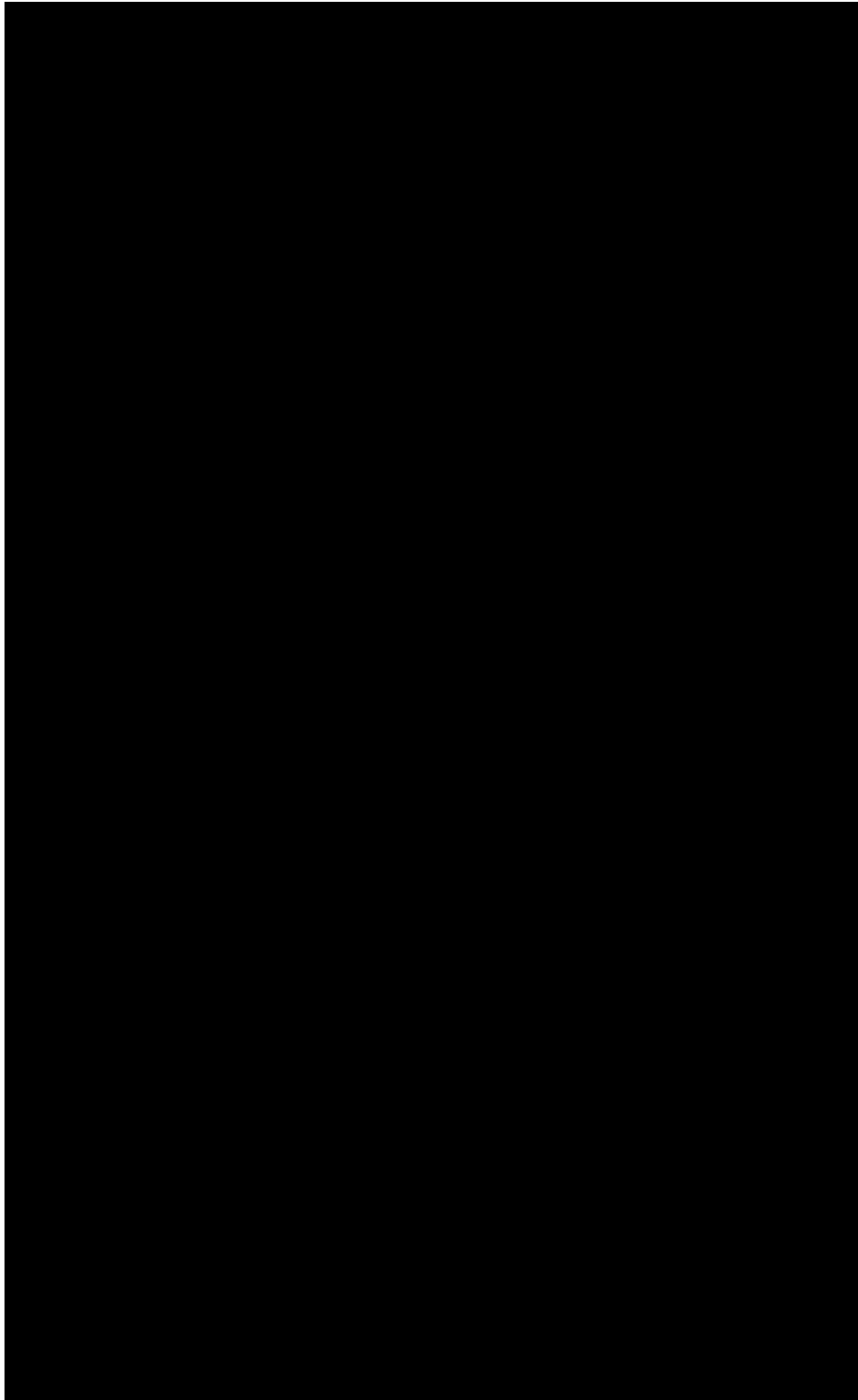
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21



22 Q. Okay. So now again, by 2017,

1 HeavyLift is no longer in business?

2 A. By 2017, HeavyLift is no longer
3 in business.

4 Q. So how was Farhad Azima harmed by
5 the public release of Exhibit 19?

6 A. In my documents, my life was put
7 on the worldwide net. (Inaudible) It became
8 public. At that time, people quit doing
9 business with me. Banks moved in
10 immediately and they closed my bank
11 accounts. Four banks closed my bank
12 accounts. That is a harm that was done in
13 2018 or about then.

14 Q. Did you lose all of that money or
15 did you get it back?

16 A. I said closed the account. I
17 didn't say confiscated my money.

18 Q. Oh, okay.

19 Where did you put the money once
20 those on accounts were closed? In
21 different banks?

22 MR. BEHRE: Objection, relevance.

1 A. I have two U.S. banks remaining
2 and I use those banks.

3 Q. Okay.

4 A. But international banks, such as
5 Nat Wes, after 40-plus years, they closed
6 my account. HSBC closed my account. And
7 two big U.S. banks opened my accounts --
8 closed my accounts.

9 Q. So in addition to the 38 trade
10 secrets for which you are suing my client
11 for having stolen, when you say, as you say
12 your life was made public, there many other
13 documents that were put out there, right?

14 A. I said that my emails, my albums,
15 my Rolodex, and et cetera, they all was put
16 into the public.

17 Q. So the harm was caused by those
18 other documents and materials being
19 disclosed as well?

20 MR. BEHRE: Objection, vague and
21 ambiguous, "other documents."

22 A. Not necessarily, no.

1 Q. Okay. So your position is that
2 of all your emails and despite your emails
3 and despite your family albums and despite
4 your Rolodexes and despite other materials,
5 you were only harmed because of the
6 disclosure in 2017 or '18 of the 38
7 identified trade secrets?

8 MR. BEHRE: Objection,
9 mischaracterizes the testimony,
10 argumentative.

11 A. I am stating that when my entire
12 business life was put forward, my business
13 dried up. Nobody would do business with me
14 again. That's what I'm saying.

15 Q. Okay. But it's not because
16 somebody got ahold of your proprietary
17 information and started competing. It's
18 because banks and lenders and people you
19 were trying to do business with were scared
20 because your information was public, all
21 your information, not just your trade
22 secrets, right?

1 A. That is not the point. The point
2 is that when your client stole my documents
3 and they made it public throughout the
4 world, people lost confidence in my ability
5 to maintain confidentiality, and,
6 therefore, they withdraw businesses.

7 Q. Okay.

8 A. So I just lost all of my
9 business.

10 Q. So that is the issue. The issue
11 -- and this makes a lot of sense. I get
12 this, right, because I'm trying to figure
13 this out.

14 HeavyLift was out of business.
15 Brownies, out of business, right?

16 EMA was no longer doing business.
17 By the time all of your alleged trade
18 secrets were disclosed, most of them
19 related to projects or businesses that had
20 ceased in operation, right, years prior?
21 So the real issue is people lost confidence
22 in your ability to maintain things as

1 secret, right?

2 A. My ability to maintain
3 confidentiality, the trade secrets,
4 proprietary information was no longer
5 there. I mean, it was made public.

6 Q. I'm going to show you what was
7 marked as Exhibit 20. It's the Rolodex
8 back there. In fact, get 21 also.

9 I'm going to show you what's been
10 marked as Exhibit No. 20.

11 A. I'm sorry, I cannot read this.

12 (Defendants' Exhibit 20, Rolodex
13 printout, Bates-stamped
14 FA_MDNC_01012382, marked for
15 identification, as of this date.)

16 BY MR. KAPLAN:

17 Q. All right. So this document that
18 you have identified as Exhibit 20 --

19 A. Um-hmm.

20 Q. -- as trade secret number 20 and
21 you refer to it as your Rolodexes.

22 MR. BEHRE: I note for the record

1 there is no Bates number on this.

2 MR. KAPLAN: Because it's the
3 native, and the Bates number is on the
4 front.

5 MR. BEHRE: You're free to
6 represent that.

7 BY MR. KAPLAN:

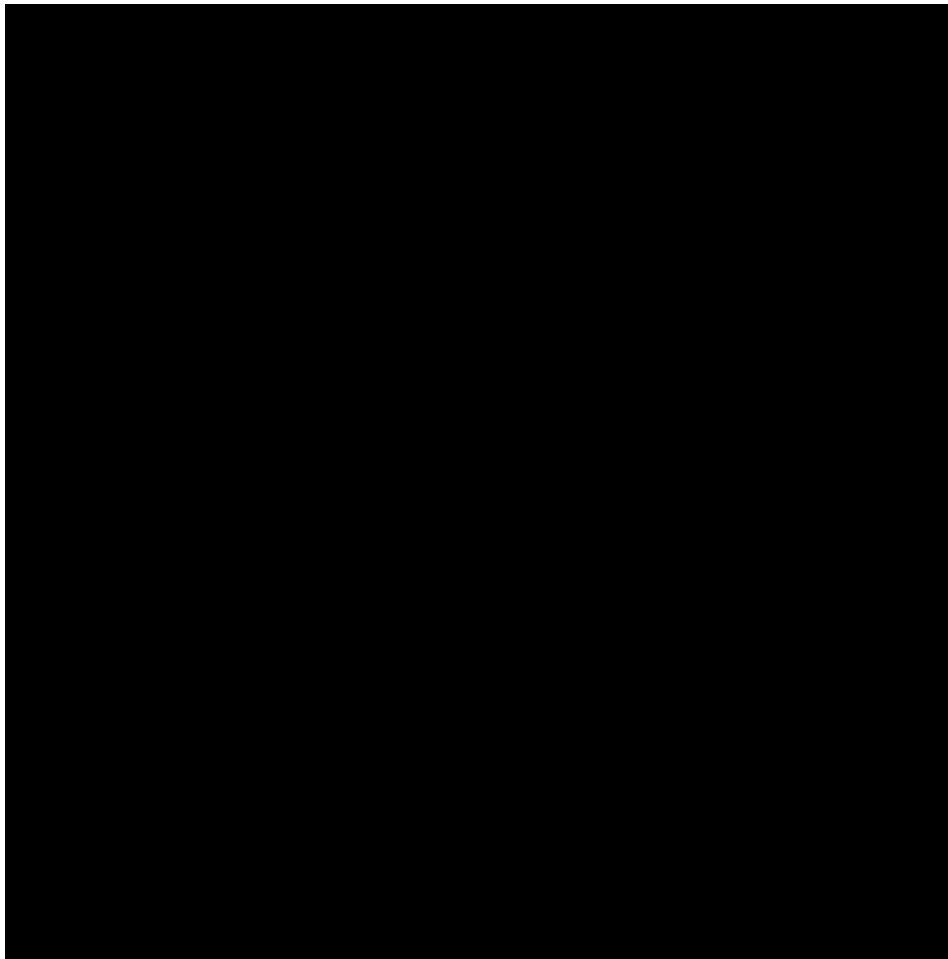
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 MR. BEHRE: Objection.

20 BY MR. KAPLAN:

21 [REDACTED]
22 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13



14 MR. BEHRE: I'd ask that the
15 witness read the exhibit before --
16 THE WITNESS: I can't read the
17 damn thing. How can you read that?
18 BY MR. KAPLAN:
19 Q. But it either exists or it
20 doesn't, right?
21 MR. BEHRE: Objection to the word
22 "it."

1 THE WITNESS: Sorry?

2 MR. BEHRE: Object to the word
3 "it." I don't even know what that
4 question was.

5 MR. KAPLAN: That's because you
6 don't pay attention. He knew.

7 BY MR. KAPLAN:

8 Q. I'll show you what we will mark
9 as Exhibit 21.

10 (Defendants' Exhibit 21, Rolodex
11 printout, Bates-stamped
12 FA_MDNC_01012383, marked for
13 identification, as of this date.)

14 MR. BEHRE: Slow it down. Slow
15 it down.

16 MR. KAPLAN: I can't. I gotta --
17 you're running out the clock.

18 MR. BEHRE: No.

19 MR. KAPLAN: I've got to go.

20 MR. BEHRE: Slow it down. The
21 witness needs to look at the exhibits.

22 A. I can wait till the cows come

1 home. I cannot read this.

2 Q. Okay. That's fair. I don't want
3 to waste time with it.

4

5

6

7

8

9

10

11 MR. BEHRE: Objection.

12 Foundation. He said he can't read the
13 exhibit. Neither can we.

14 MR. KAPLAN: Okay.

15 A. Unless you show me, I can't read
16 it.

17 Q. I'm asking you, your Rolodexes
18 you contend were released to the public?

19 A. Right.

20 Q. And that it harmed you?

21 A. Right.

22 Q. Okay. And you have taken the

1 position that your Rolodex is a trade
2 secret?

3 A. That is right.

4 Q. Okay. You've identified five
5 specific documents that you consider to be
6 Rolodexes and that contain your trade
7 secrets, right?

8 A. Correct.

9 Q. Okay. What is it about those
10 documents -- which are all relatively the
11 same. I mean, they're your contacts list?

12 A. Right.

13 Q. What is it about them, in your
14 mind, that makes them trade secrets?

15

16

17

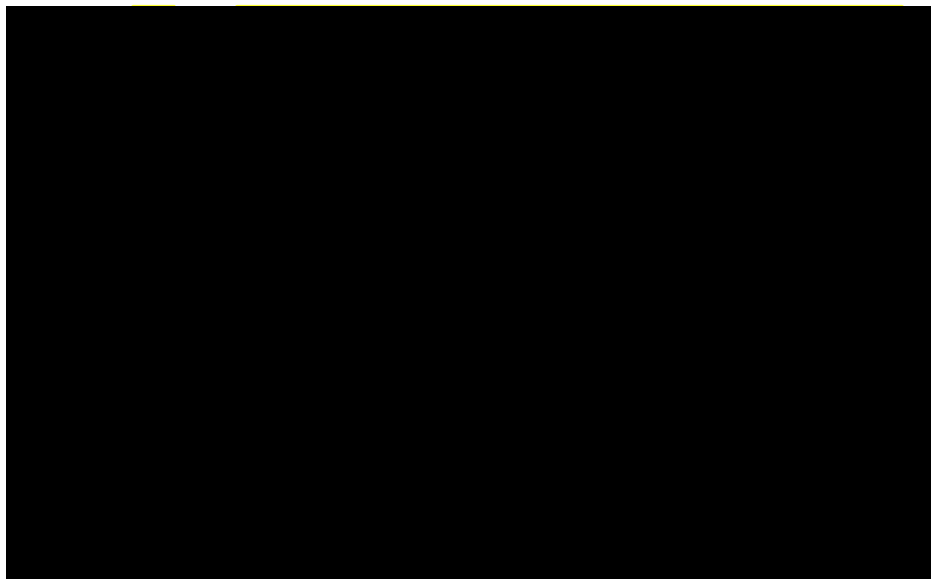
18

19

20

21

22



1

2

3

4

5

6

MR. BEHRE: Objection, vague,

7

unintelligible.

8

9

10

11

12

13

14

15

16

17

18

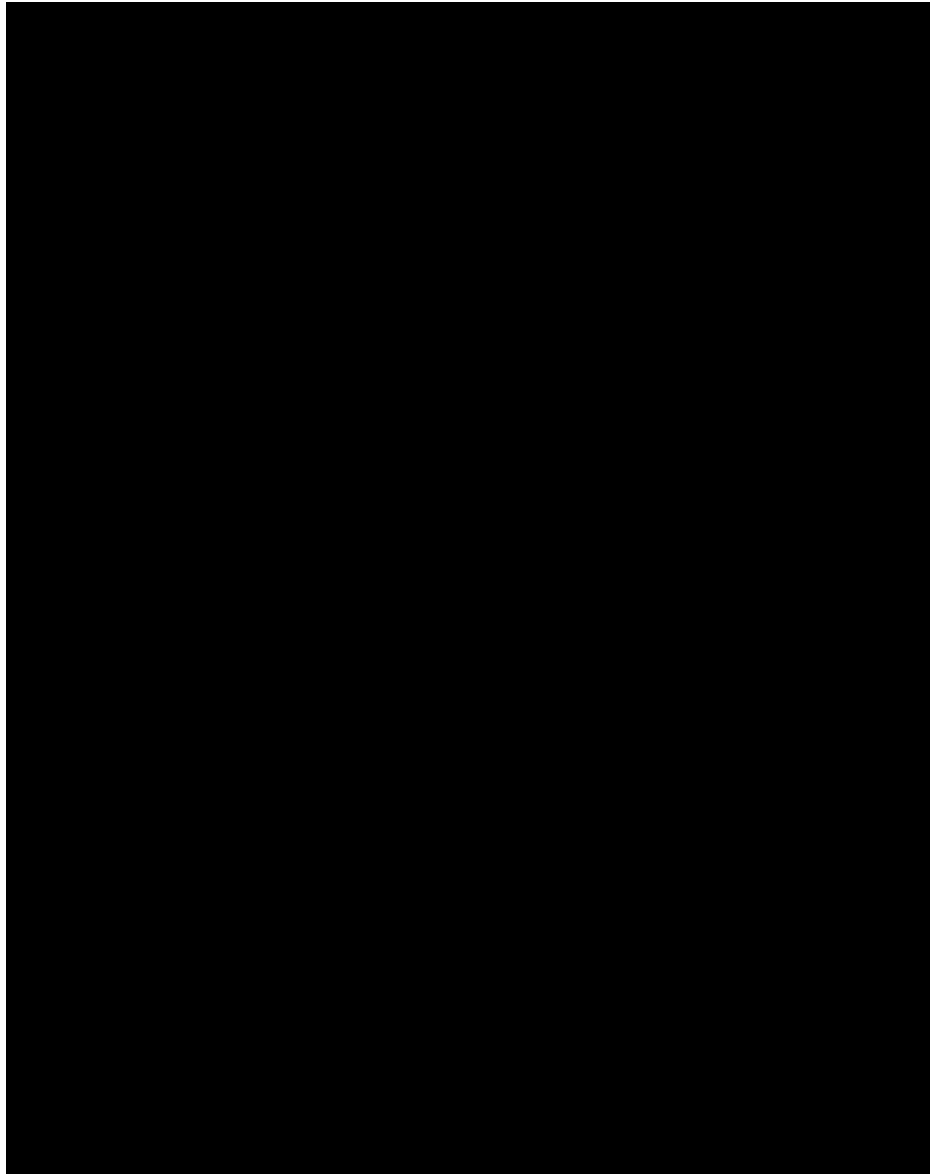
19

20

21

22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16



17 Q. Okay. Do you know who Chris
18 Turner is?

19 A. Yes.

20 Q. Who is he?

21 A. Chris Turner worked for me off
22 and on for many years.

1 Q. When you say worked for you, did
2 he work for Farhad Azima or companies that
3 you owned?

4 A. Both.

5 Q. Did you pay him personally ever?

6 MR. BEHRE: Objection, relevance.

7 A. In some cases, yes.

8 Q. Did he ever work for Caucas
9 International?

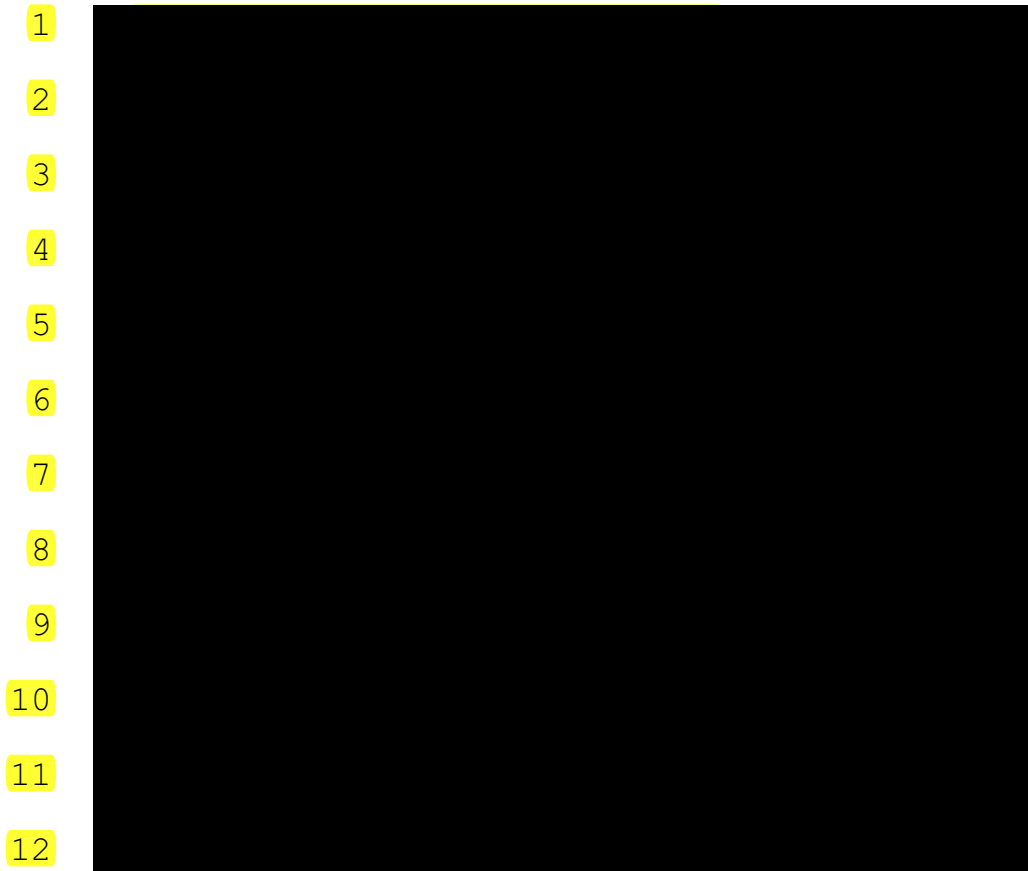
10 A. Maybe he's advised Caucas, but
11 not directly employee.

12 Q. Okay. So I show you what has
13 been marked as Exhibit 23, which is a --
14 which corresponds to trade secret number 23
15 that you have identified, which you contend
16 is "an email attaching confidential
17 information used for government contracting
18 by one of plaintiff's companies, Caucas
19 International."

20

21

22



13 Q. When did he leave your company?

14 A. I don't know exact dates. Mid
15 teens.

16 Q. So he was working for whom in
17 December of 2012?

18 A. I don't remember the date.
19 Either HeavyLift -- probably HeavyLift.
20 Probably.

21 Q. Did HeavyLift have any
22 confidentiality agreements with Chris

1 Turner?

2 A. He was director of security.

3 Q. So that's no?

4 A. The answer is no.

5 Q. Okay. And Caucas International
6 didn't have any confidentiality agreements
7 that it required Chris Turner to sign?

8 A. He was not an employee of Caucas.

9 Q. Okay. Did Farhad Azima require
10 Mr. Turner to sign any confidentiality
11 agreements?

12 A. No, I did not, because I know him
13 quite well. He's a trusted person. He
14 saved many lives.

15

16

17

18

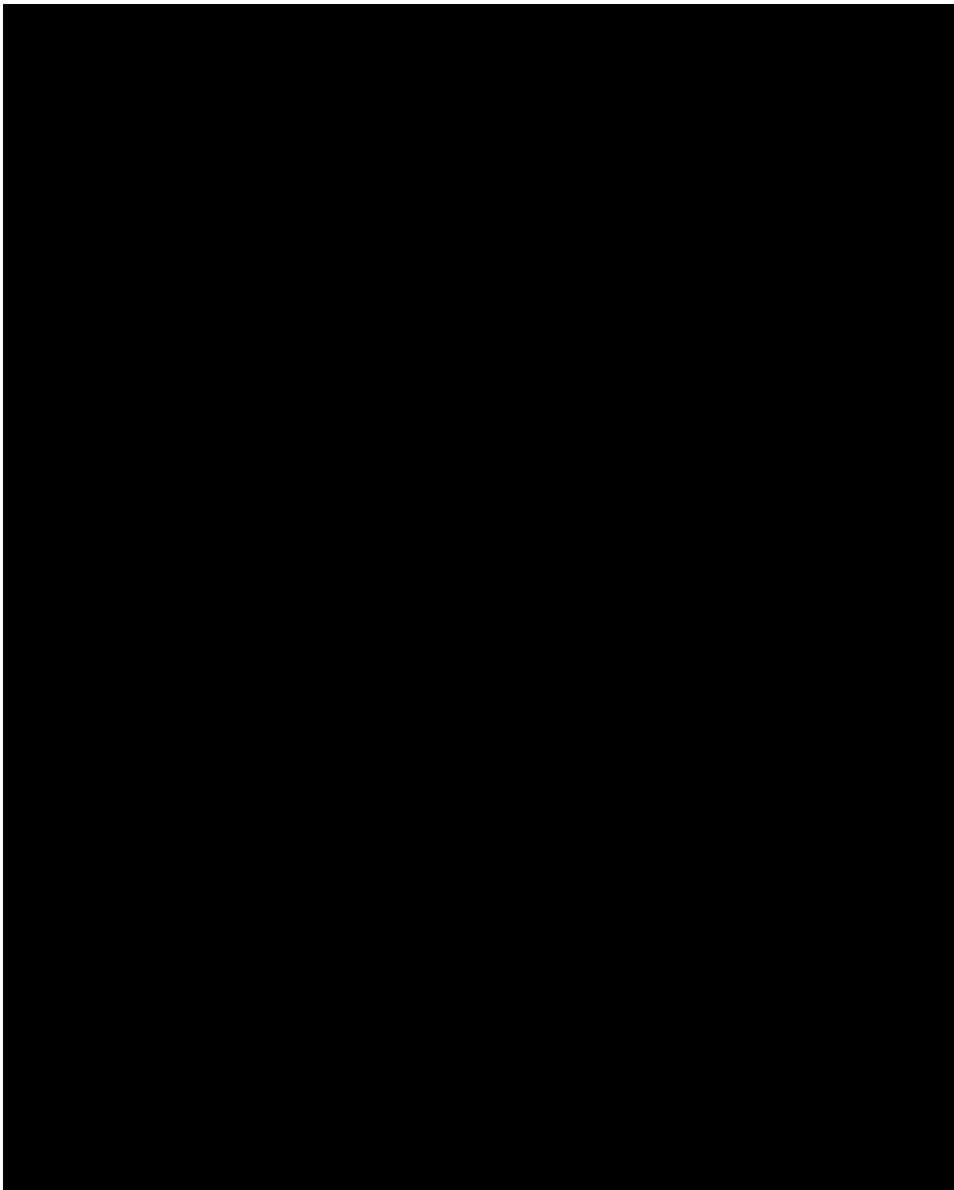
19

20

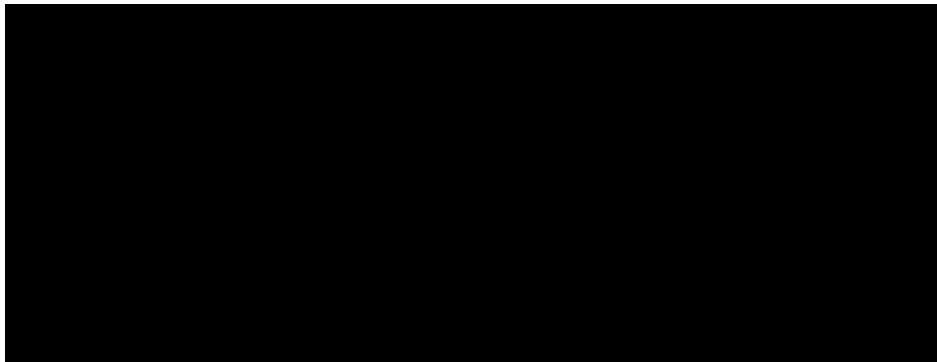
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



(Reporter clarification.)



1

2

3

4

5

MR. BEHRE: What page was that?

6

MR. KAPLAN: Page 2.

7

BY MR. KAPLAN:

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

(Document review.)

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

10

11

12

13

14

MR. BEHRE: Objection, calls for
a legal conclusion.

15

16

17

18

19

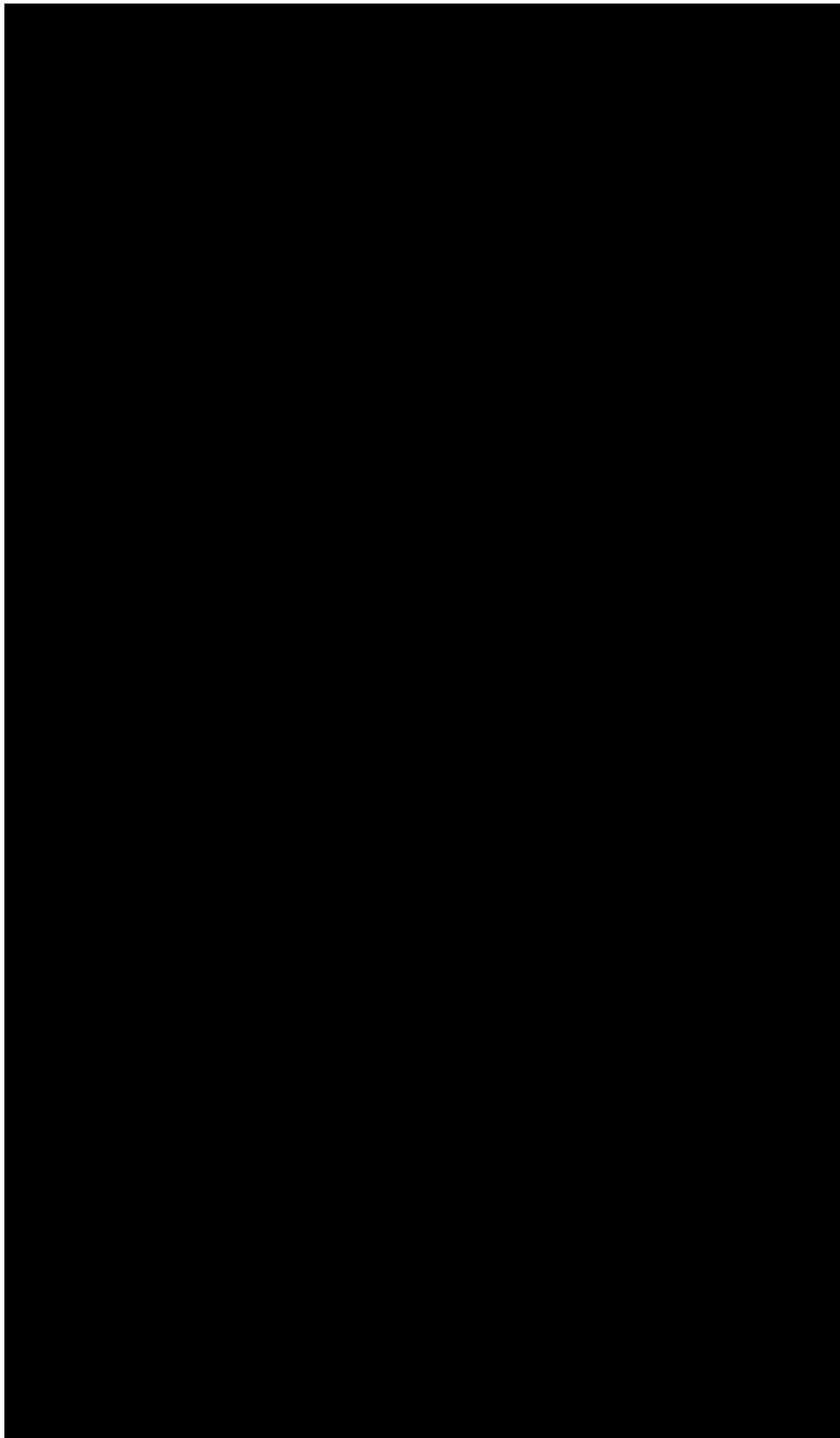
20

21

Q. I show you what's been marked as
Exhibit 24.

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1 Q. I'm sorry. And this is an ALG --
2 why is Ray Adams -- I'm sorry. I take it
3 back.

4 All of the business plan, the
5 future of the business and how you do
6 business and operate in the region, that
7 was all ultimately disclosed to RAK,
8 correct?

9 A. They asked for it.

10 Q. You didn't provide them -- sorry.
11 You didn't provide them any -- you didn't
12 provide them a business plan before they
13 bought 51 percent of company?

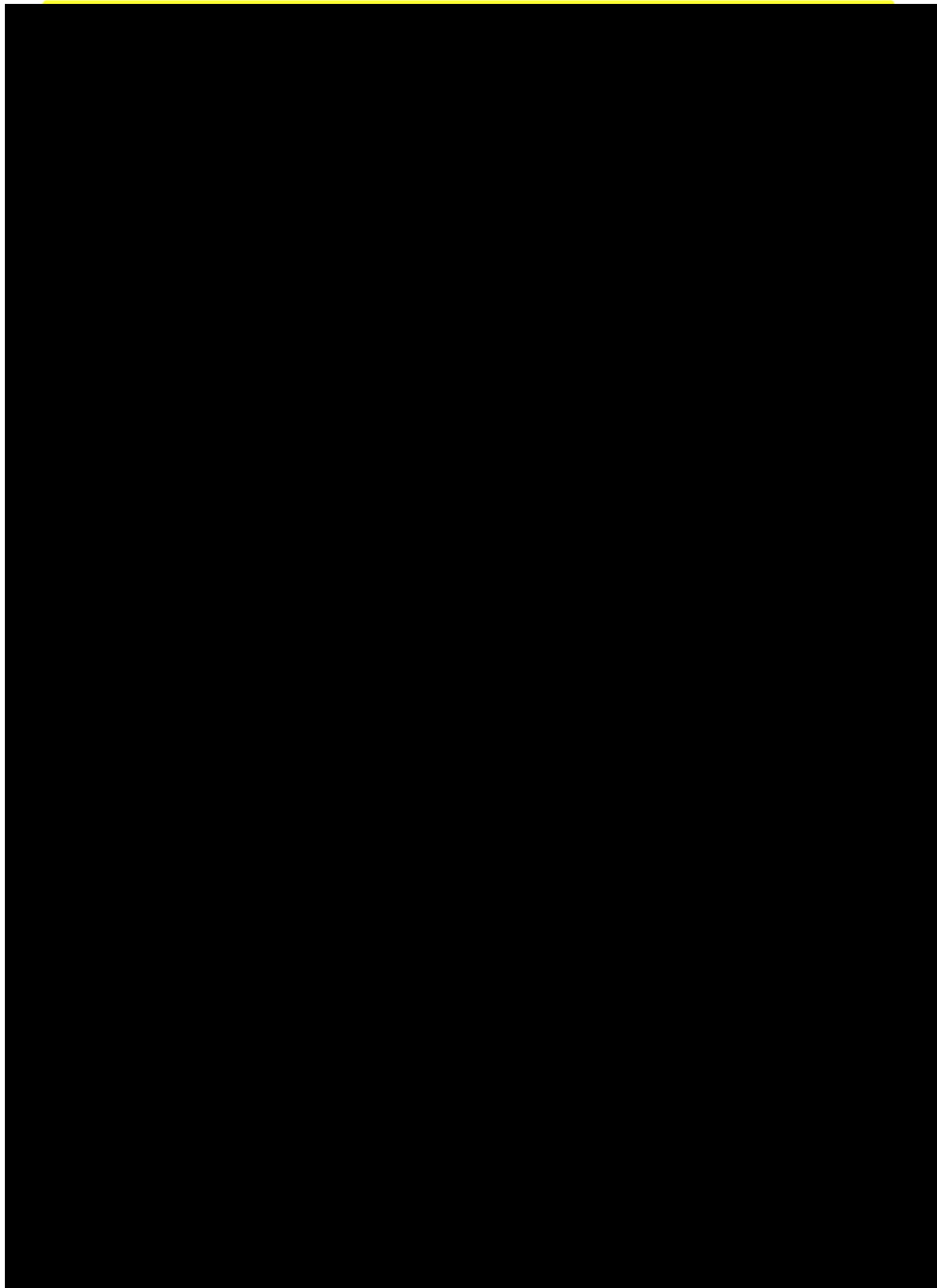
14 MR. BEHRE: Objection,
15 foundation.

16 A. They just want to buy the
17 company. We would be providing some
18 document, but I don't not exactly what.
19 Their purpose, they had the reason to buy
20 it which is non-commercial.

21

22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18



19 Q. When did you cease doing the
20 airline business?

21 A. I ceased -- the last airline I
22 operated in the United States was in the

1 '90s. And the last airline in the Middle
2 East was, I think, in 2010 or '12,
3 something like this.

4 But let me say that aviation --
5 you spoke about aviation, not the airlines.
6 At one time, we owned 140, 150 aircraft;
7 large, heavy transport jets, passenger and
8 cargo too. Lease to all the airlines,
9 American Airlines, Delta, Virgin, just all
10 over the world. We had 30 some-odd
11 clients.

12 The nature of the leasing, the
13 leasing company, we buy aircraft, we put
14 equity, we borrow money, we markup and
15 lease it to airline and then airline lease
16 pays for it.

17 What happened in the -- soon
18 after the 2008, the big boys decided to get
19 in this business, the banks, G casters.
20 They got in this business. They have no
21 cost of fund. They print their own money.
22 So a company with 150 aircraft, we couldn't

1 be in business because, you know, we
2 couldn't be competible [sic]. This
3 business becomes business point business
4 for them.

5 Q. Okay. So you exited the airline
6 and aviation businesses by 2012 or 2014?

7 MR. BEHRE: Objection,
8 mischaracterizes the testimony.

9 A. I did not say that I existed. I
10 said the leasing company and the airline.
11 I didn't say in business.

12 Q. Okay. Do you know who S&J
13 Enterprises is?

14 A. Who?

15 Q. S&J Enterprises?

16 A. I'm not sure, but it must be
17 related to Ray Adams.

18 Q. Did you ever authorize anyone to
19 discuss anything about any of your
20 businesses with S&J Enterprise?

21 A. I don't know that, this SJ. Is
22 this a real company or just Ray's company?

1 I don't --

2 Q. You don't know.

3 So you don't know if he would
4 have done anything to protect the secrecy
5 of any of your business information --

6 A. If it was --

7 (Simultaneous speaking.)

8 Q. -- the secrecy of your business
9 information in the hands of S&J Enterprise?

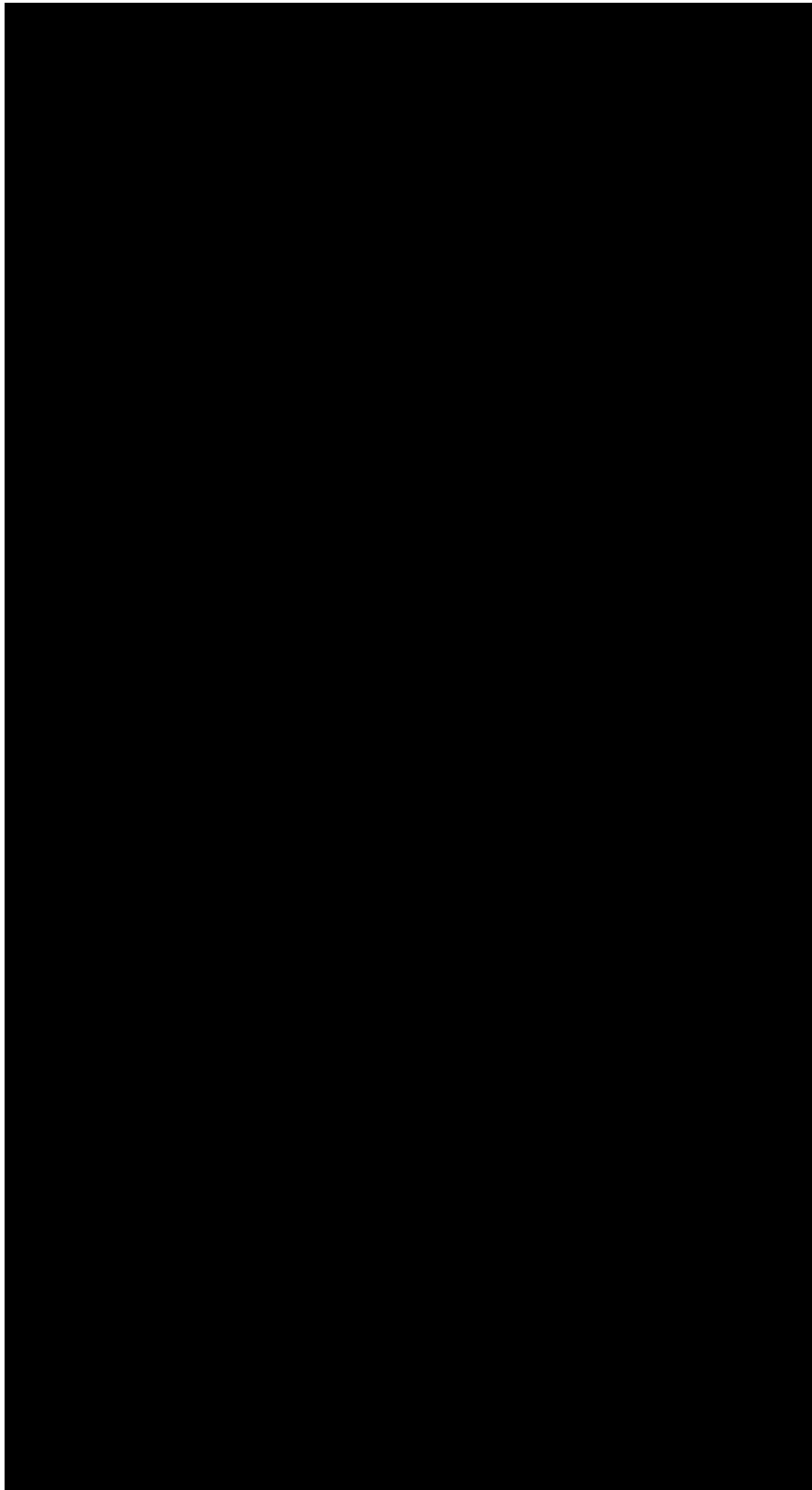
10 A. If S&J was Ray Adams's company,
11 then I did not require this.

12 Q. I show you what's been marked as
13 Exhibit 25, which you have identified. It
14 corresponds to trade secret number 25 as
15 identified in your Answers to
16 Interrogatories, which you state is "an
17 email attaching confidential information
18 used for government contracting and by one
19 of plaintiff's companies, Caucas
20 International."

21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18



19 MR. KAPLAN: Let's take a break.

20 THE VIDEOGRAPHER: Off the record

21 at 4:02.

22 (Recess is taken.)

1 THE VIDEOGRAPHER: Back on the
2 record at 4:17.

3 BY MR. KAPLAN:

4 Q. I'm going to show you what's been
5 marked as Exhibit 30, which corresponds to
6 what you have identified as trade secret 30
7 in your Answers to Interrogatories in which
8 you identify is "a forecast related to an
9 intelligence surveillance and
10 reconnaissance ISR project related to one
11 of plaintiff's companies, ALG
12 Transportation Inc.," correct?

13 A. Correct.

14 Q. Okay.

15

16

17

18

19

20

21

22 MR. BEHRE: Let the witness

1 finish his --

2 MR. KAPLAN: I would like to show
3 him and point him.

4 MR. BEHRE: Well, that's fine,
5 but he's mid-sentence.

6 BY MR. KAPLAN:

7

8

9

10 A. Let me finish it, please.

11 Q. Sure.

12 (Document review.)

13 A. Okay.

14

15

16

17

18

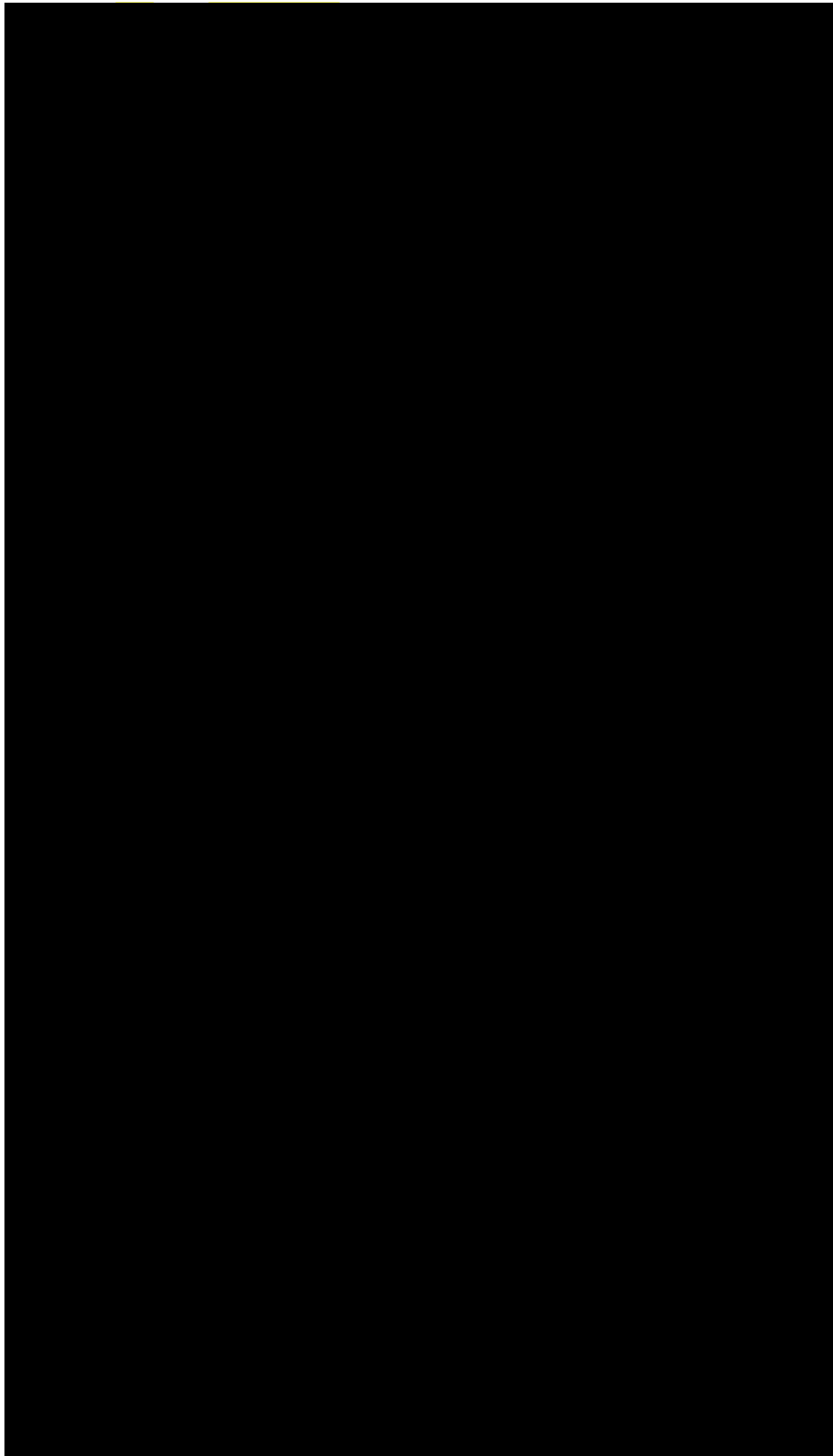
19

20

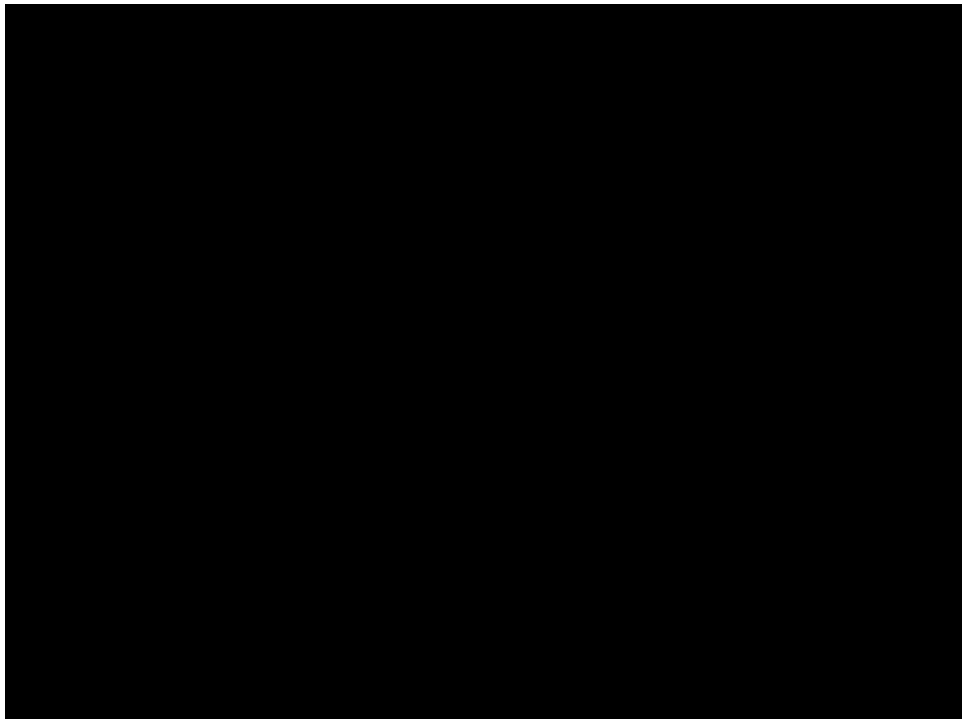
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10



11 Q. All right. Now with regards to
12 HeavyLift, once RAK owned 51 percent, it
13 had a right to all of HeavyLift's documents
14 and information, right?

15 A. As I said before, that was a
16 special case. They never participated, nor
17 they cared. It was just for them, they
18 just want to say they owned it. They
19 didn't do anything about it.

20 Q. Okay. But they had a right to
21 it?

22 A. Theoretically.

1 Q. Okay.

2 A. But never participated, never
3 acted, never came, never participated.

4 Q. Well, didn't they ask for certain
5 documents in 2016?

6 A. I do not remember.

7 Q. You don't remember providing them
8 documents regarding a DC8 simulator?

9 A. The settlement, during the
10 settlement discussion, they asked for
11 document.

12 Q. All right. And you provided
13 those documents?

14 A. If --

15 MR. BEHRE: Objection, relevance.

16 A. Let me say that I did not
17 remember -- I don't remember what document
18 they asked, what we had provided.

19 Q. Okay.

20 A. But this is the document.
21 Obviously your client had it.

22 Q. Okay. And when we've been

1 referring to RAK this whole time --

2 A. Right.

3 Q. -- do you mean the government or
4 the fund?

5 MR. BEHRE: Objection, vague and
6 ambiguous.

7 A. When I talk to RAK, I'm talking
8 to the entity of Ras Al Khaimah, whether
9 it's the RAK Investment Authority or the
10 various companies they have set up or the
11 Sheikh. I categorize them all together as
12 one entity.

13 Q. Okay. Even though they may not
14 be?

15 MR. BEHRE: Objection,
16 argumentative.

17 A. To me, they are dealt as one
18 entity.

19 Q. Okay. And in 2016, I assume that
20 when you had this meeting regarding
21 settlement, you didn't think that RAK was
22 acting fairly or honestly with you?

1 MR. BEHRE: Objection, relevance.

2 A. I see that I'm confused that -- I
3 never heard Mr. Del Rosso's name.

4 So this is RAK's deposition or
5 Mr. Del Rosso's deposition?

6 Q. I'm showing you what I'm marking
7 as Exhibit 31.

8 I don't care about the answer.

9 Do you believe that RAK could be
10 trusted to keep information, your
11 information confidential?

12 MR. BEHRE: Objection,
13 foundation, relevance.

14 A. Before that question, please let
15 the record state that I asked a question
16 whether this is Mr. Del Rosso's deposition
17 or RAK's and that was unanswered.

18 Q. You'll make a good lawyer one
19 day.

20 A. Really?

21 Q. I hope for your sake, you don't
22 have to be.

1 A. Thank you.

2 So now your question, please?

3 Q. Okay. This is another email in
4 2012. It corresponds with what you have
5 identified as trade secret number 31 --

6 A. Um-hmm.

7 Q. -- in your Answers to
8 Interrogatories which you state is "an
9 email attaching confidential information
10 used for government contracting by one of
11 plaintiffs companies, Caucas International
12 LLC."

13

14

15

16

17

18

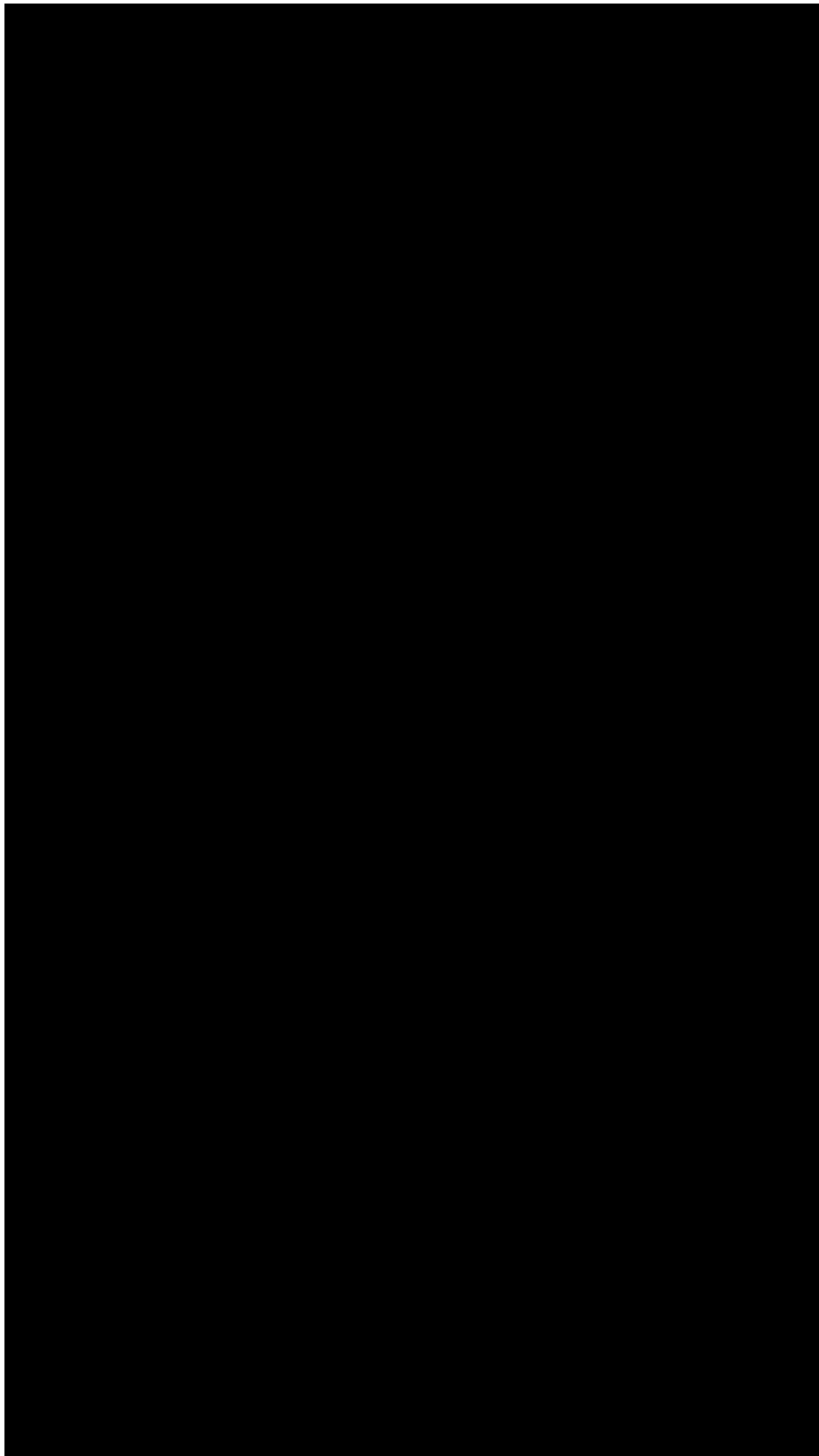
19

20

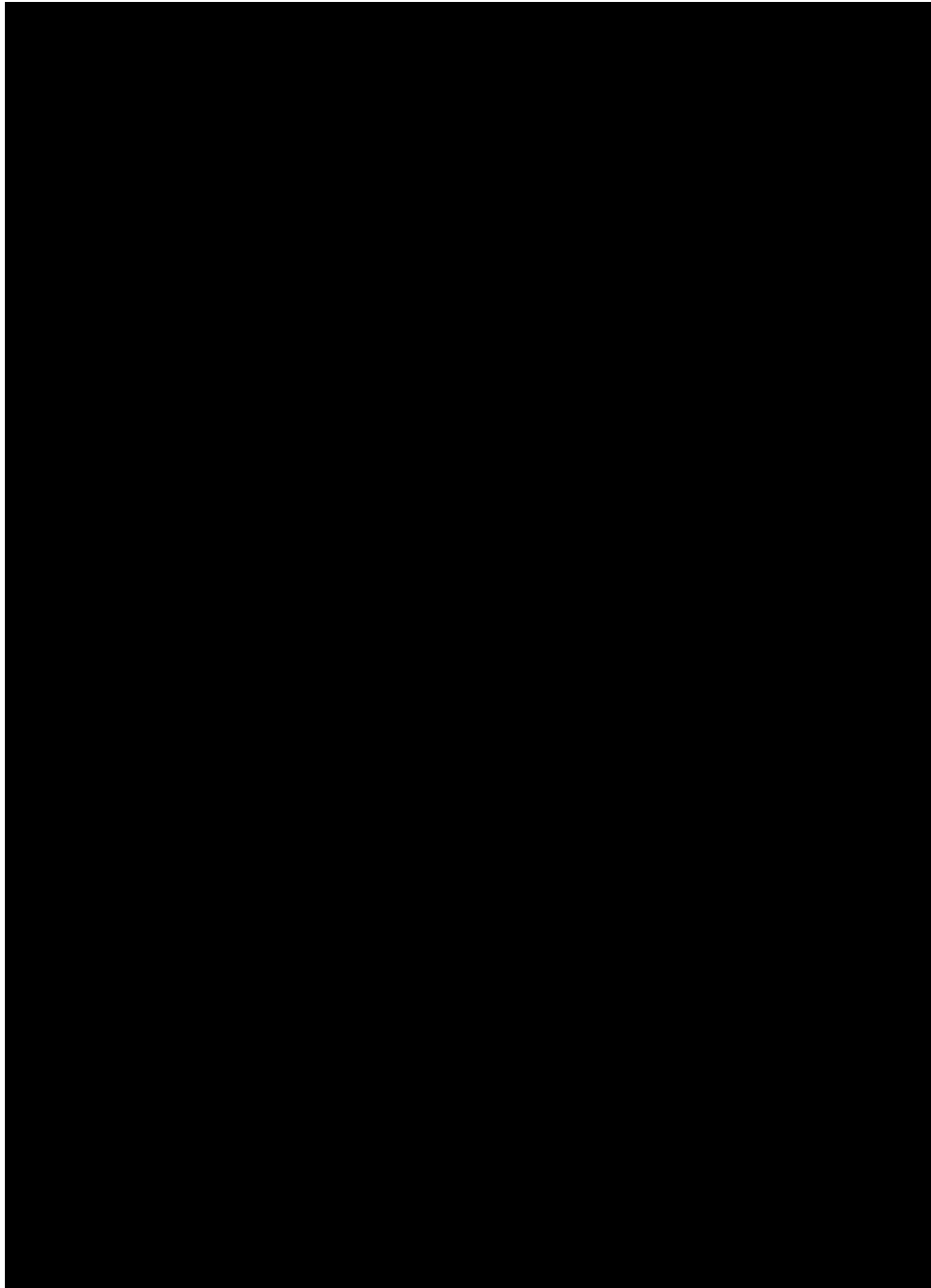
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

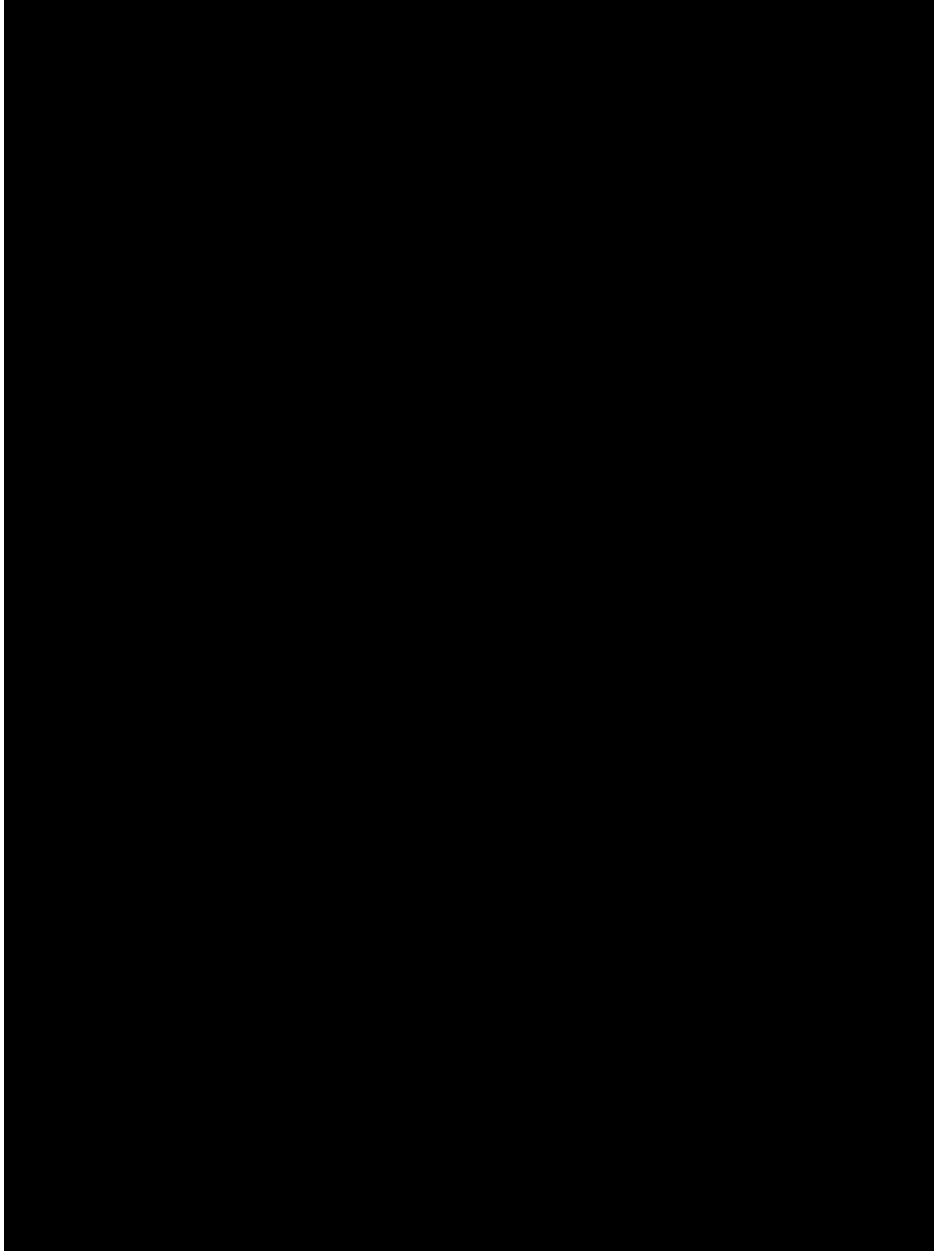


19 MR. BEHRE: Let him finish
20 answering the question.
21 BY MR. KAPLAN:
22 Q. I apologize, Mr. Azima.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22

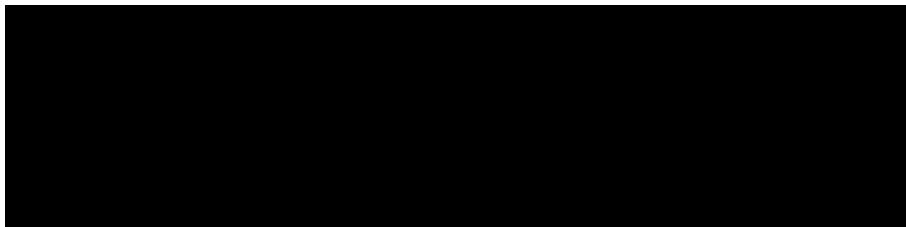


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17



18 MR. BEHRE: Objection,
19 foundation.

20
21
22



1

2

3

4

MR. BEHRE: Objection, calls for
a legal conclusion.

6

7

8

9

10

11

MR. BEHRE: Objection,

12

foundation, same other objections.

13

14

15

MR. KAPLAN: Are those

16

objections?

17

MR. BEHRE: Prior objections.

18

MR. KAPLAN: Okay.

19

MR. BEHRE: You want me to

20

restate them? I'm happy to do it.

21

MR. KAPLAN: No.

22

MR. BEHRE: Would you like that?

1 MR. KAPLAN: I would not.

2 MR. BEHRE: Okay.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18 Q. Can I stop you there for a
19 second.

20 MR. KAPLAN: Kirby, I know your
21 objection is noted.

22 MR. BEHRE: The witness --

1 BY MR. KAPLAN:

2 Q. What I've asked very simply --

3 MR. BEHRE: Hold on. The witness
4 was in the middle of an answer --

5 MR. KAPLAN: I know.

6 MR. BEHRE: -- and you've cut him
7 off.

8 MR. KAPLAN: I appreciate that.
9 It was not responsive. Thank
10 you.

11 BY MR. KAPLAN:

12 Q. What I simply want to know is
13 whether the mere fact --

14 MR. BEHRE: Don't bully the
15 witness, okay?

16 MR. KAPLAN: I really just want
17 to know --

18 THE WITNESS: It's hard to bully
19 me. Don't worry about it.

20 MR. KAPLAN: Yeah, I don't think
21 he can be bullied.

22 MR. BEHRE: He is attempting to.

1 MR. KAPLAN: No, I'm not.

2 MR. BEHRE: He interrupted you
3 midsentence.

4 BY MR. KAPLAN:

5

6

7

8

9

10

11

12

13

14

15

16 MR. BEHRE: Objection,

17 foundation.

18

19

20

21

22

1

2

3

4

5

6

7

MR. BEHRE: Is that two questions

8

or one?

9

10

11

12

13

14

15

16

17

18

19

20

21

22

Let's move on to Exhibit --

1 A. You are not interested to know
2 how we saved American lives, no?

3 Q. Not today. I would like to talk
4 to you at another time, yes, but not right
5 now.

6 Do you know who Giorgi Machutadze
7 is? M-a-c-h-u-t-a-d-z-e.

8 A. Yes.

9 Q. Who is that?

10 A. Somebody in Georgia. I don't
11 know.

12 Q. You don't -- he's just somebody?

13 A. Somebody I know in Georgia.

14 Q. How do you know him?

15 MR. BEHRE: Objection, relevance.

16 A. I met him in Georgia.

17 Q. That is the extent of your
18 relationship?

19 A. No. I had some dealing with him.
20 I can't remember exactly what.

21 Q. Well, in your dealings with him,
22 did you require him to sign a

1 confidentiality or nondisclosure agreement
2 before any of your confidential information
3 was provided?

4 A. Do you have a document that I can
5 refer to?

6 Q. I'm just asking you whether in
7 general.

8 A. I don't remember this.

9 Q. Sure.

10 Let me show you what I have
11 marked as Exhibit 32, which corresponds to
12 what you have identified as trade secret
13 327 and which you state is "a financial
14 forecast and business plan for an MRO
15 related to one of plaintiff's companies,
16 ALG Transportation Inc."

17

18

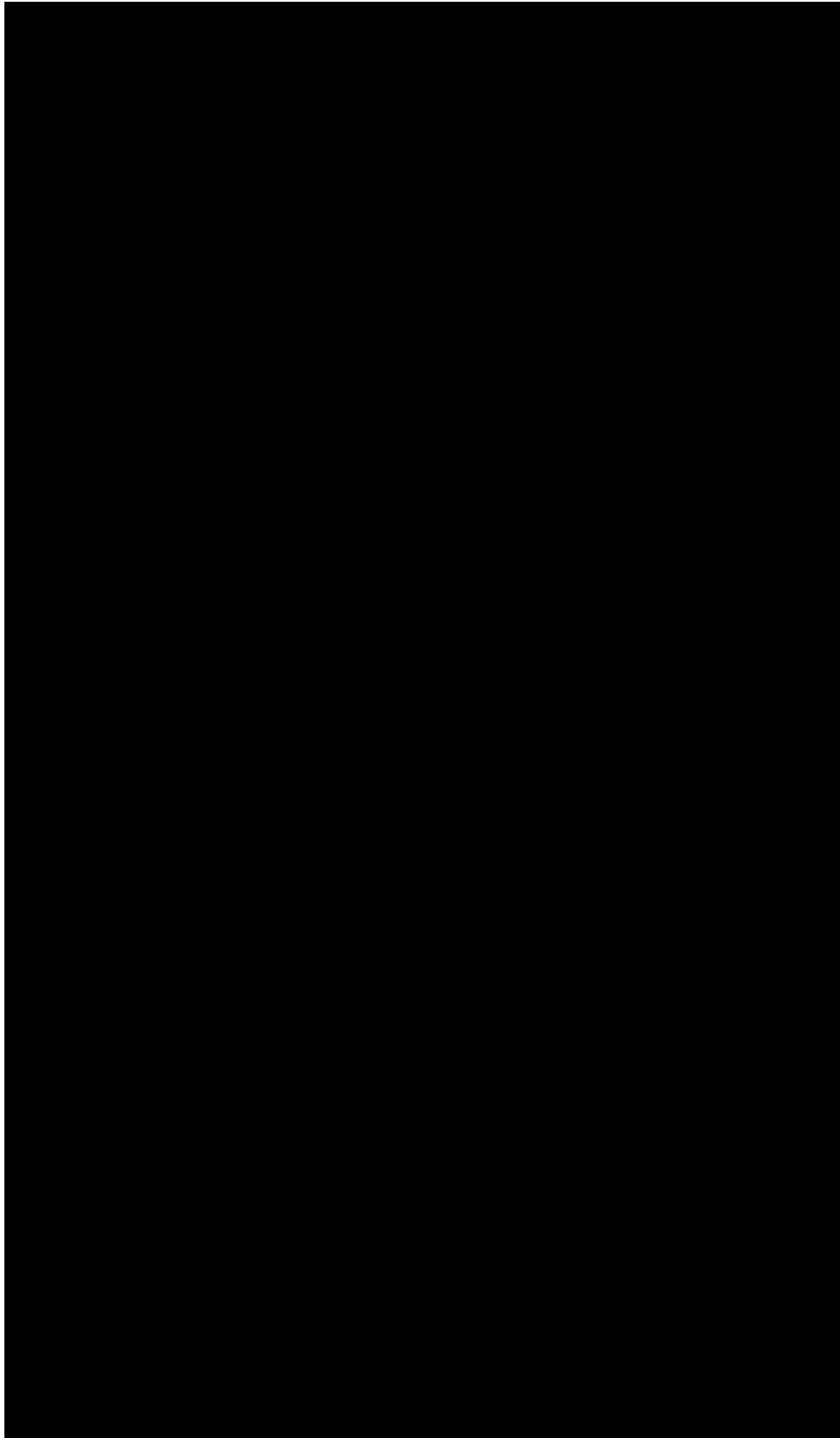
19

20

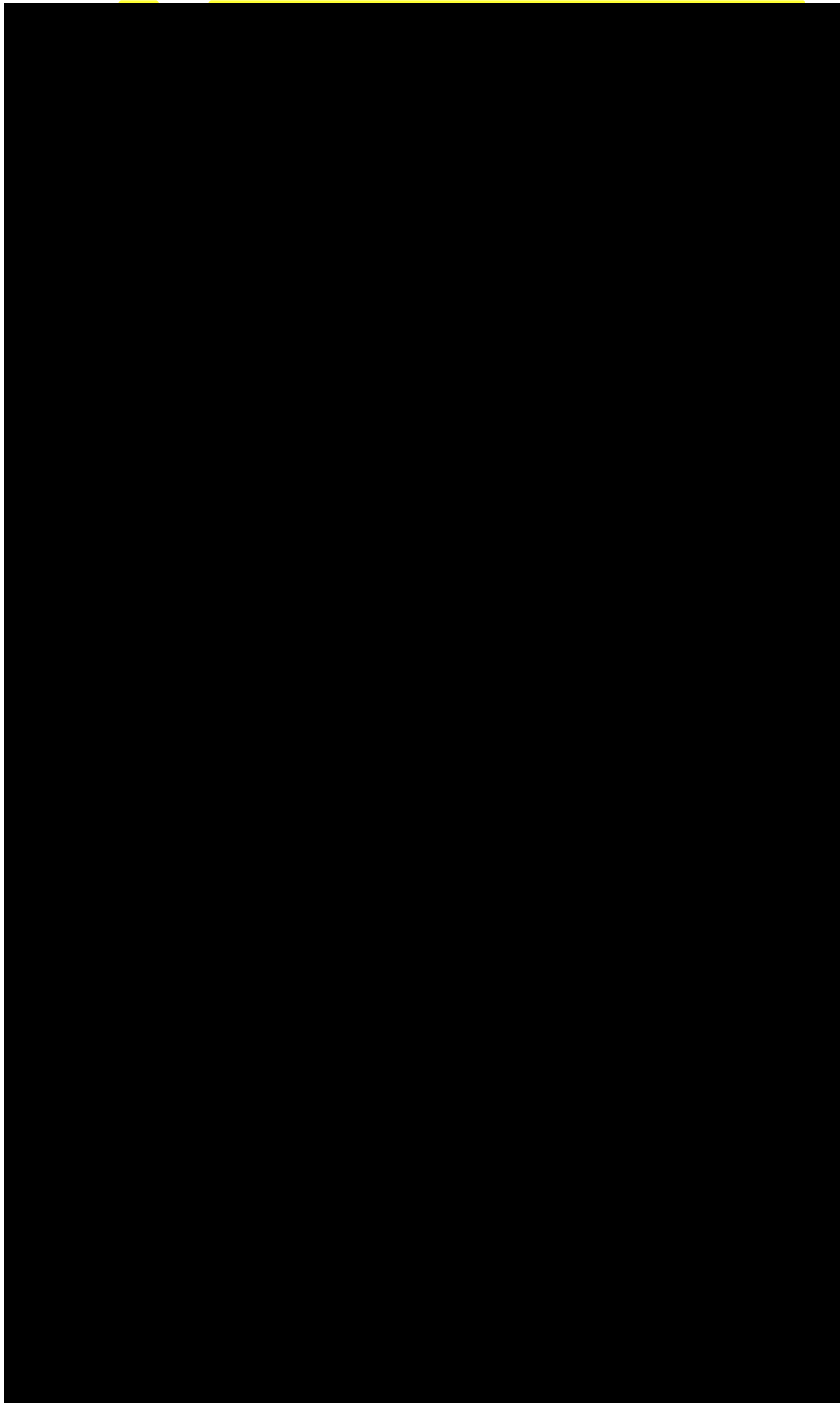
21

22

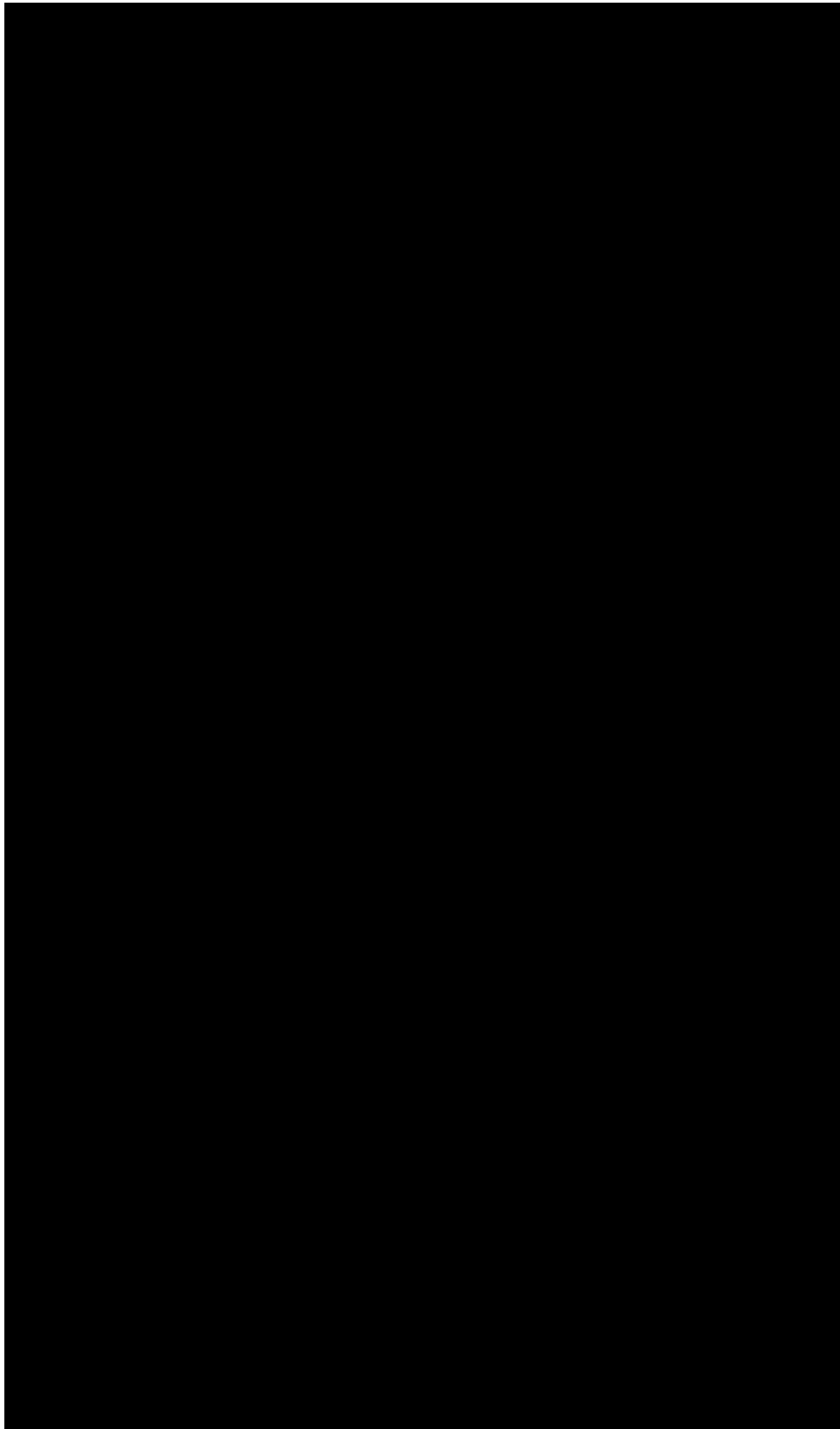
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



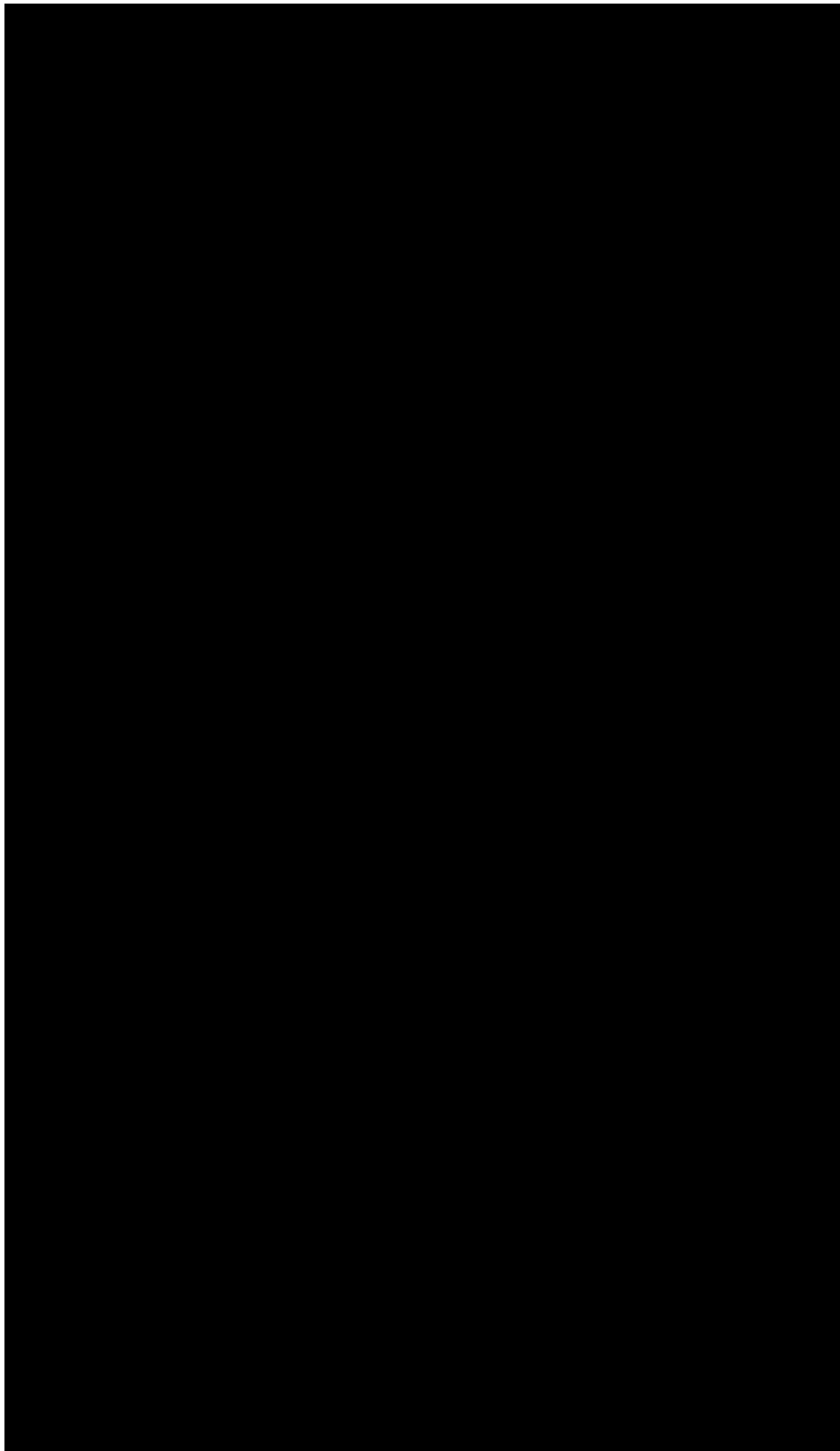
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1



2

Q. It's fine. I'll pass on that.

3

Let me show you what's been

4

marked as Exhibit 33.

5

Now Exhibit 33 corresponds with

6

what you have identified as trade secret 33

7

in your Answers to Interrogatories in which

8

you state is "an email attaching a fleet

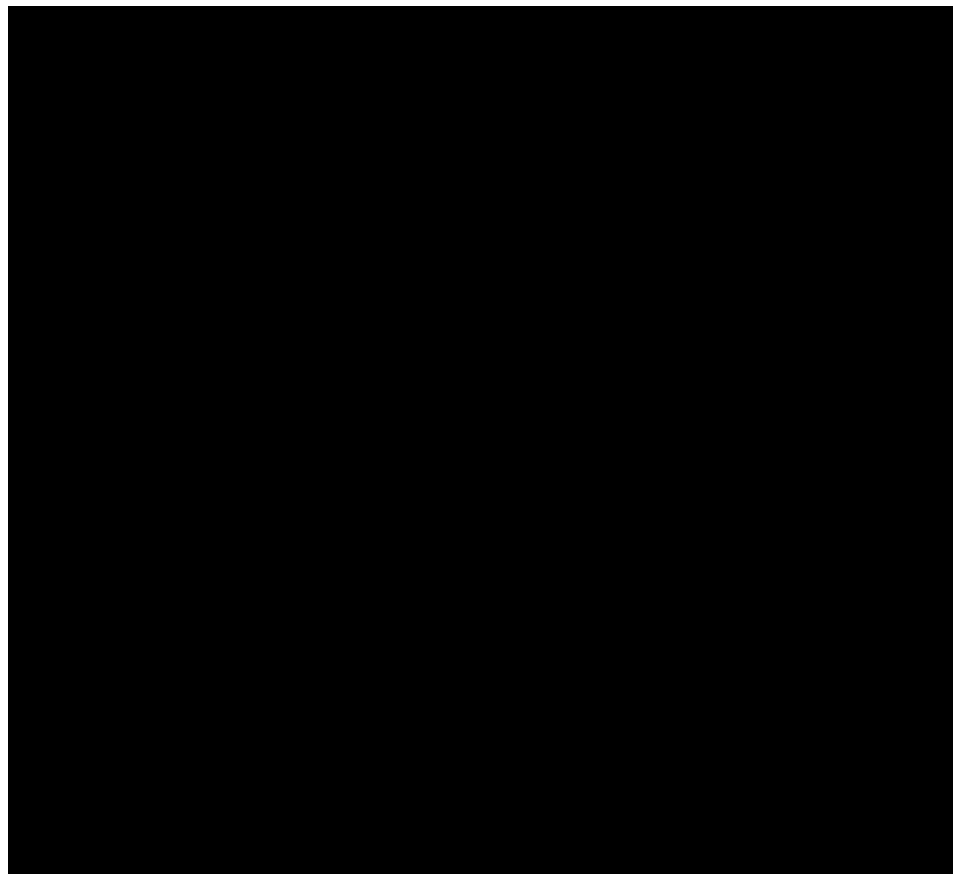
9

study related to one of plaintiff's

10

companies, HeavyLift International."

11



12

13

14

15

16

17

18

19

20

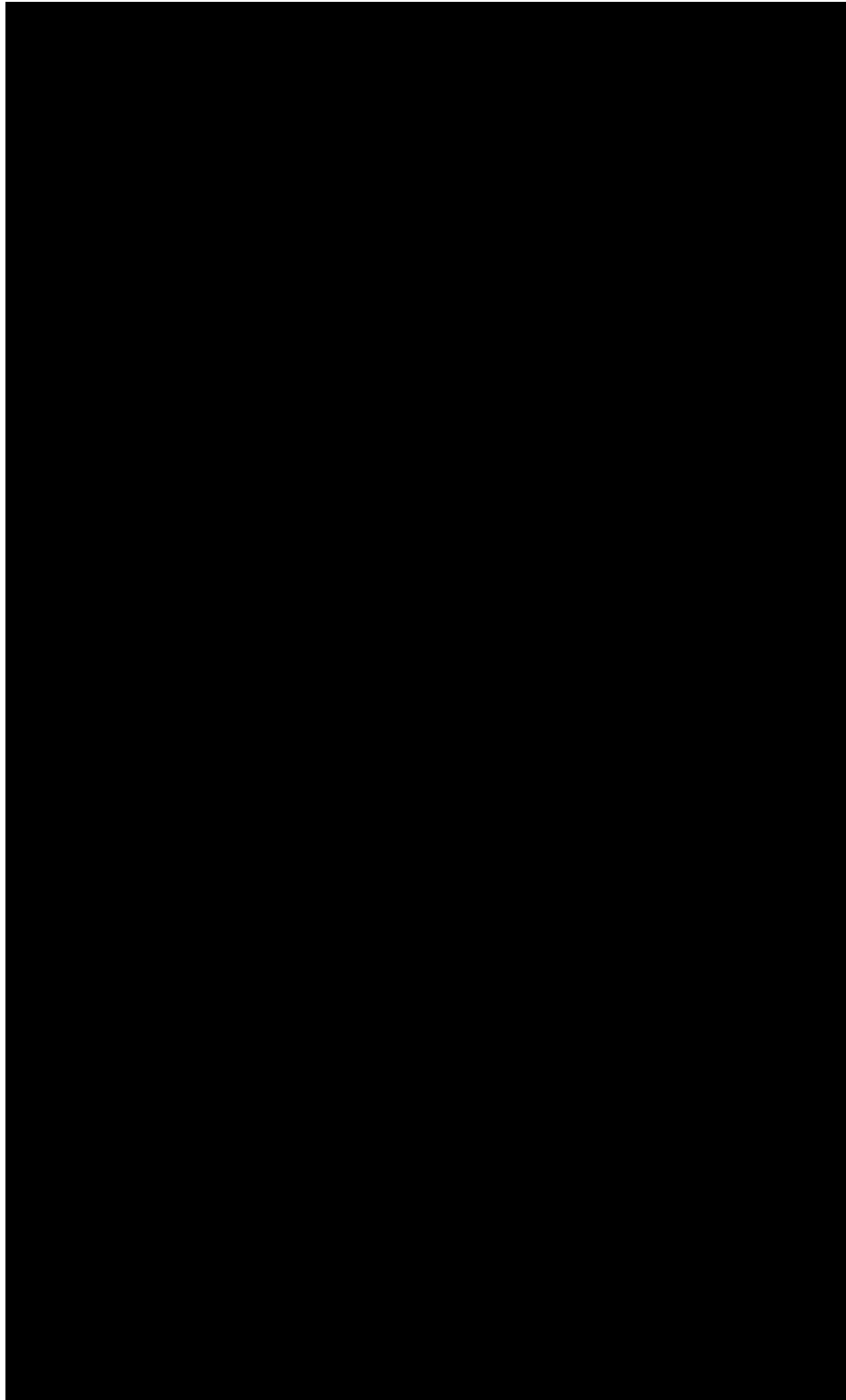
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21



22

MR. BEHRE: Objection. Ask for

1

2

3

4

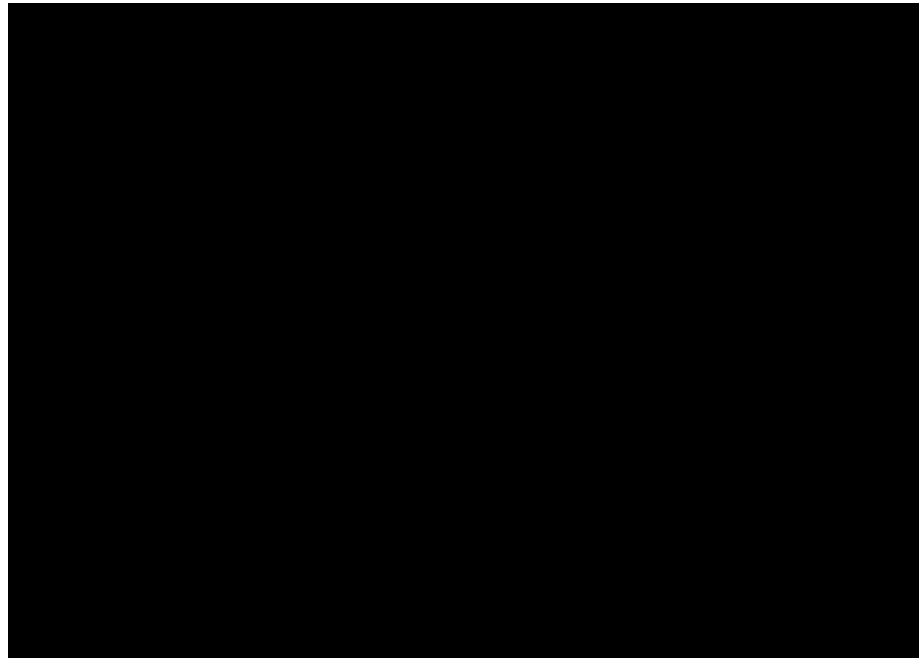
5

6

7

8

9



10 MR. BEHRE: Objection as to
11 relevance.

12 MR. KAPLAN: His answer? The
13 whole line --

14 BY MR. KAPLAN:

15 Q. It's very simple.

16 MR. BEHRE: The whole line of
17 questioning.

18 BY MR. KAPLAN:

19 Q. At what the point in time did you
20 cease trusting RAK?

21 A. I never told you I trust them.

22 Q. You never did?

1 A. No.

2 Q. It makes sense.

3 All right. I'm going to show you
4 what has been marked as Exhibit 34, which
5 corresponds to --

6 MR. ROSENTHAL: It hasn't been
7 marked, I believe.

8 MR. KAPLAN: Well, it's
9 premarked. I'll deal with it later.

10 BY MR. KAPLAN:

11 Q. This corresponds to what you've
12 identified as trade secret 34, which you
13 state is "an email attaching a financial
14 forecast related to one of plaintiff's
15 companies, HeavyLift International Inc."

16

17

18

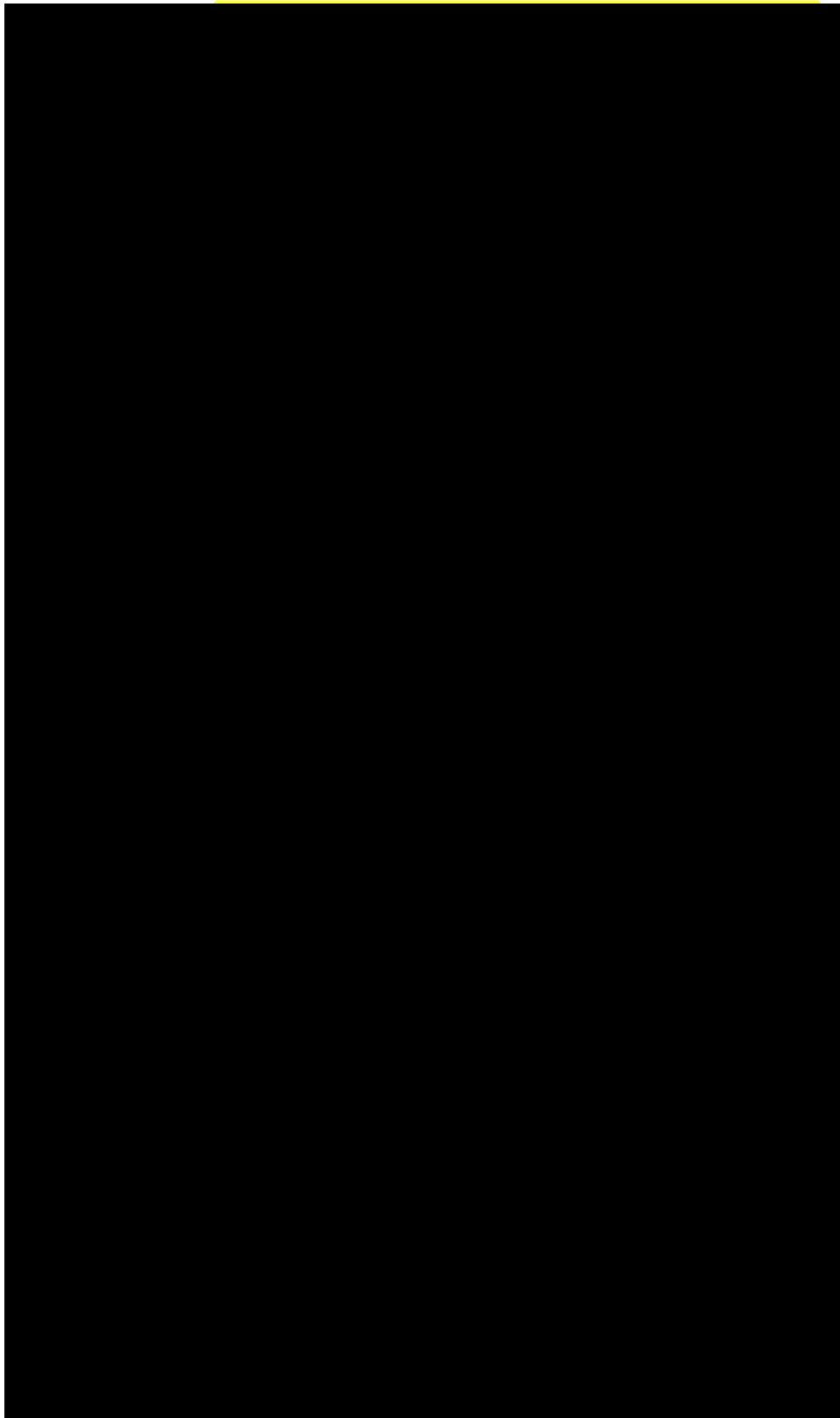
19

20

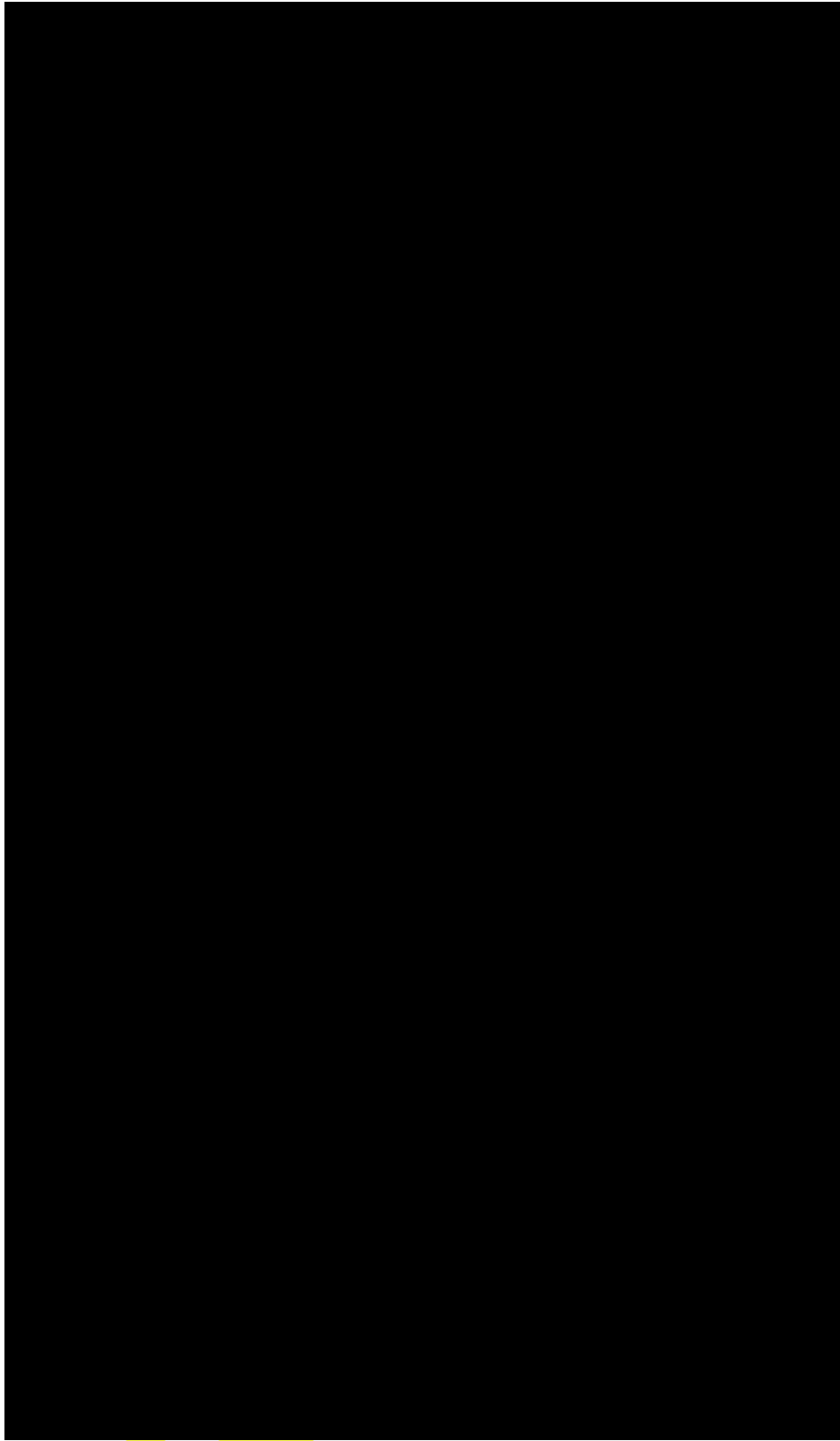
21

22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1 Do you know who Vijay Arumbakkam
2 is?

3 A. Yes, I do.

4 Q. Who is he?

5 A. Vijay was RAK's point person. At
6 one point, was a deputy of Dr. Massaad. He
7 was a point person assigned to HeavyLift
8 during the negotiation and stayed in
9 contact with us.

10 And then he start interfering in
11 the company's affairs. He was immediately
12 dismissed by RAK. He start entering a
13 classified area asking questions and he was
14 dismissed by RAK.

15 Q. Okay. Let me show you what has
16 been marked as Exhibit 35, which
17 corresponds with what you have identified
18 as trade secret 35 and which you state is
19 "an email attaching a fleet study related
20 to one of plaintiff's companies, HeavyLift
21 International."

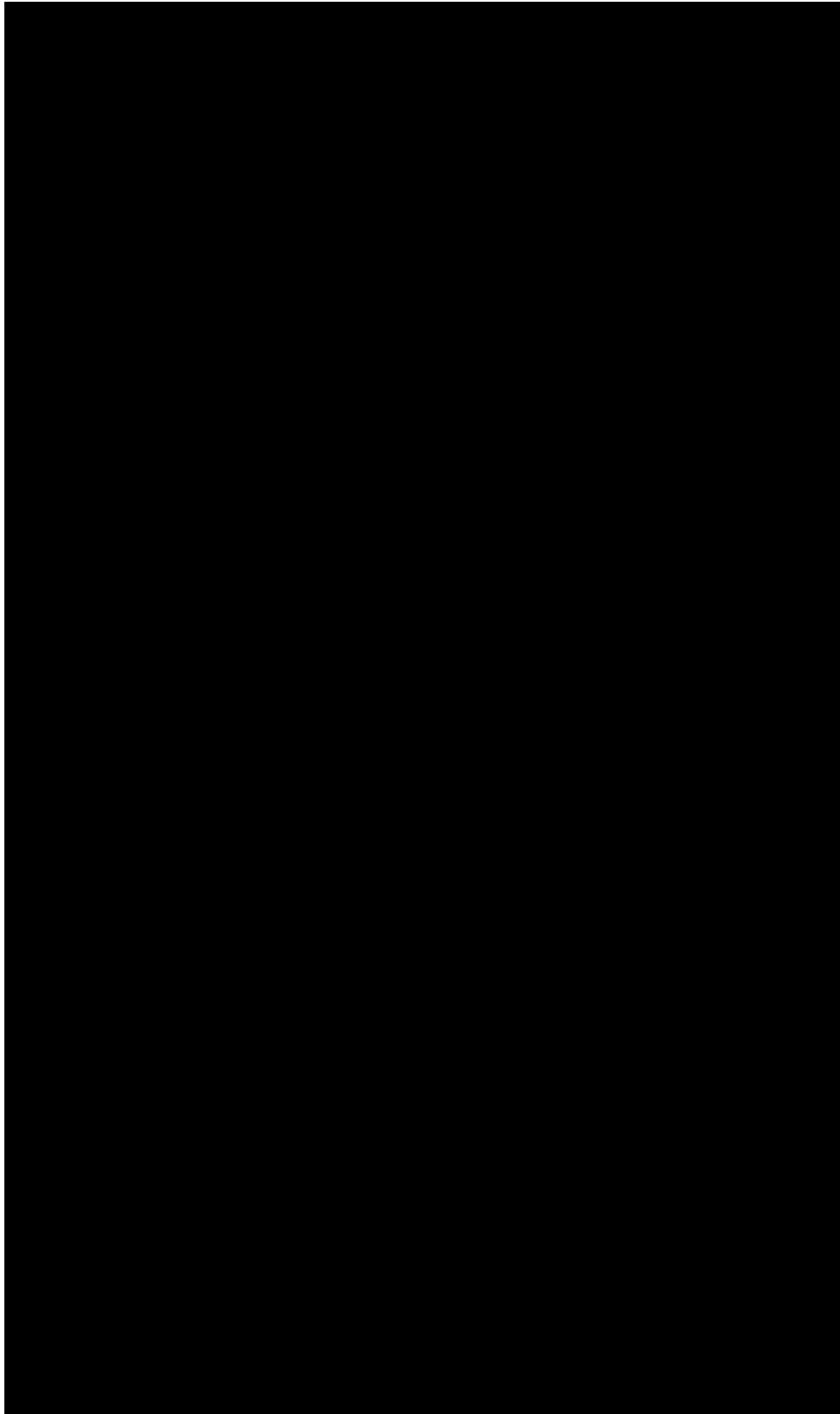
22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21



22 Q. Let me show you what has been

1 marked as Exhibit 36, which corresponds
2 with what you have identified as trade
3 secret number 36 in which you state is,
4 quote, "an email attaching confidential
5 information used for government contracting
6 by one of plaintiff's companies, Caucas
7 International."

8 And let's talk about the
9 highlighted part.

10 A. Um-hmm.

11

12

13

14

15

16

17

18

19

20

21

22

MR. BEHRE: You didn't read the

1 entirety of the highlighted portion.

2 BY MR. KAPLAN:

3 Q. That particular sentence.

4 A. Would you allow me please to read
5 it?

6 Q. Sure.

7 (Document review.)

8

9

10

11

12

13

14

15

16

17

18

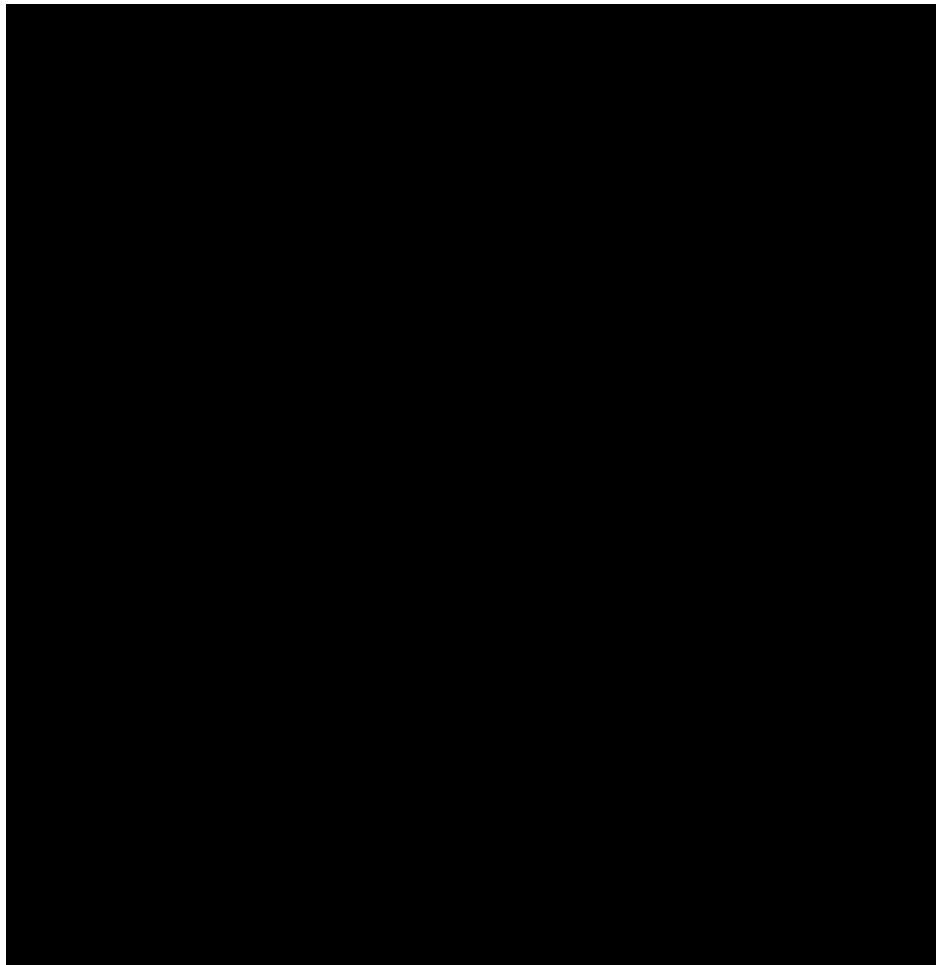
19

20

21 MR. BEHRE: Objection, calls for

22 a legal conclusion.

1
2
3
4
5
6
7
8
9
10
11
12
13



14 Justin or Mr. --

15 Q. I don't have a preference.

16 Whatever you feel comfortable with, it's
17 okay. Just don't call me Jason like most
18 people do.

19 A. I don't forget names.

20 Q. I appreciate that.

21 That's what I'm trying to get at,
22 right? It's -- there is confidential

1 information --

2 A. Right.

3 Q. -- which you don't want people to
4 know --

5 A. Right.

6 Q. -- but it may not necessarily be
7 a trade secret.

8 A. Well, as I said --

9 MR. BEHRE: Objection, calls for
10 a legal conclusion.

11 There is no question pending.

12 BY MR. KAPLAN:

13 Q. Can you -- are you able to make a
14 distinction between merely confidential
15 information and trade secrets?

16 MR. BEHRE: Objection, calls for
17 a legal conclusion.

18 BY MR. KAPLAN:

19 Q. Do you believe that you can make
20 a distinction between what you consider to
21 be non-trade secret confidential
22 information and trade secrets?

1 MR. BEHRE: Objection, vague and
2 ambiguous, calls for a legal
3 conclusion.

4 A. If my information is confidential
5 and they are part of trade secrets, they
6 are trade secrets.

7 Q. Okay. So it's your belief, then,
8 and I know you're not a lawyer, so I don't
9 want the legal definition, but I just want
10 to know, do you believe that there's no
11 distinction between your business's
12 confidential information and your trade
13 secrets?

14 A. I didn't say that at all.

15 Q. Okay, so then help me understand.
16 Because what you said was if my information
17 is confidential, and then they're part of
18 my trade secrets.

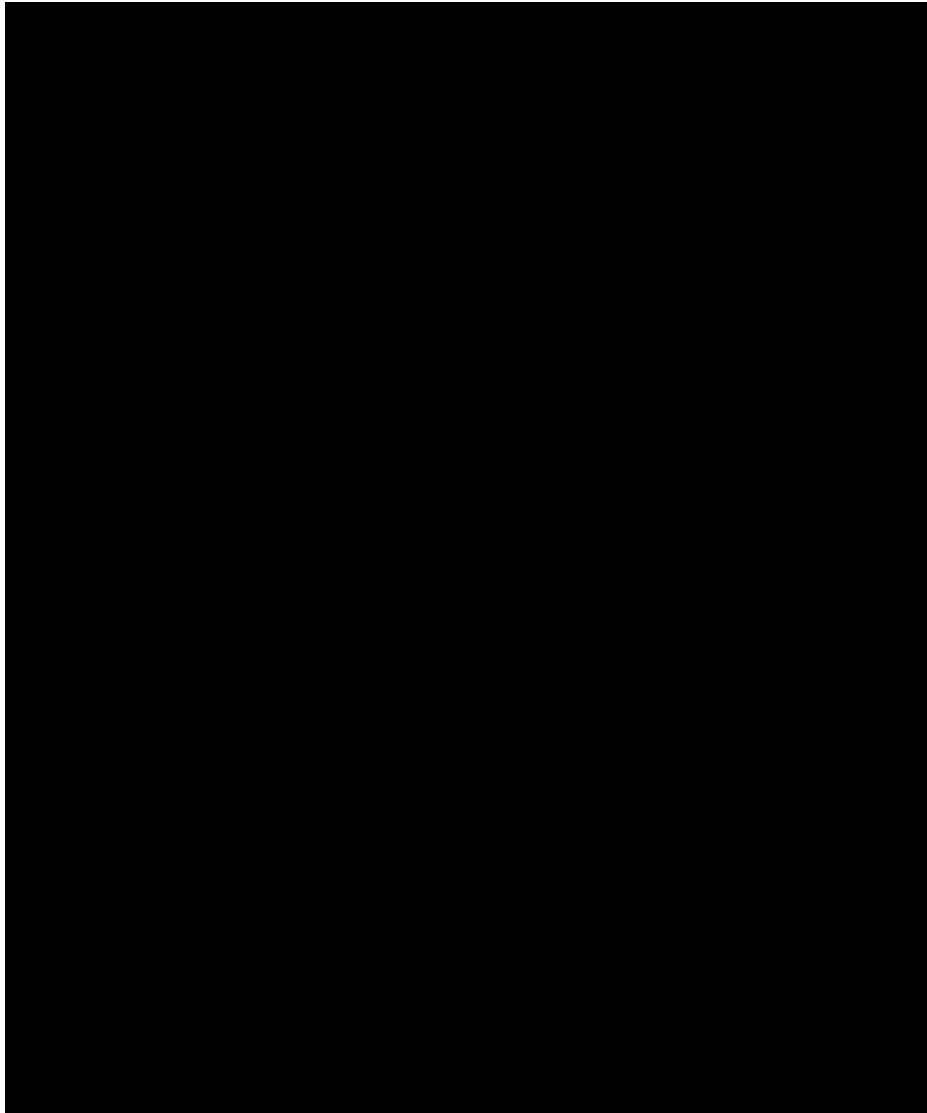
19

20

21

22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15



16 Q. Well, that's what I'm trying to
17 get to, right? So you're telling me that a
18 competitor can't just take one of these
19 particular trade secrets that you have
20 identified and use it to their advantage
21 unfairly?

22 A. No, I didn't say --

1 MR. BEHRE: Objection, calls for
2 speculation, no foundation.

3 A. I know what you're trying to get.

4 Q. Clarity.

5 A. Sorry?

6 Q. Clarity.

7 A. Clarity.

8 But that is not the answer. The
9 answer is that the totality of business is
10 confidential. As part of my trade secrets,
11 all are intertwined together. I don't have
12 to dissect -- I cannot dissect them
13 together.

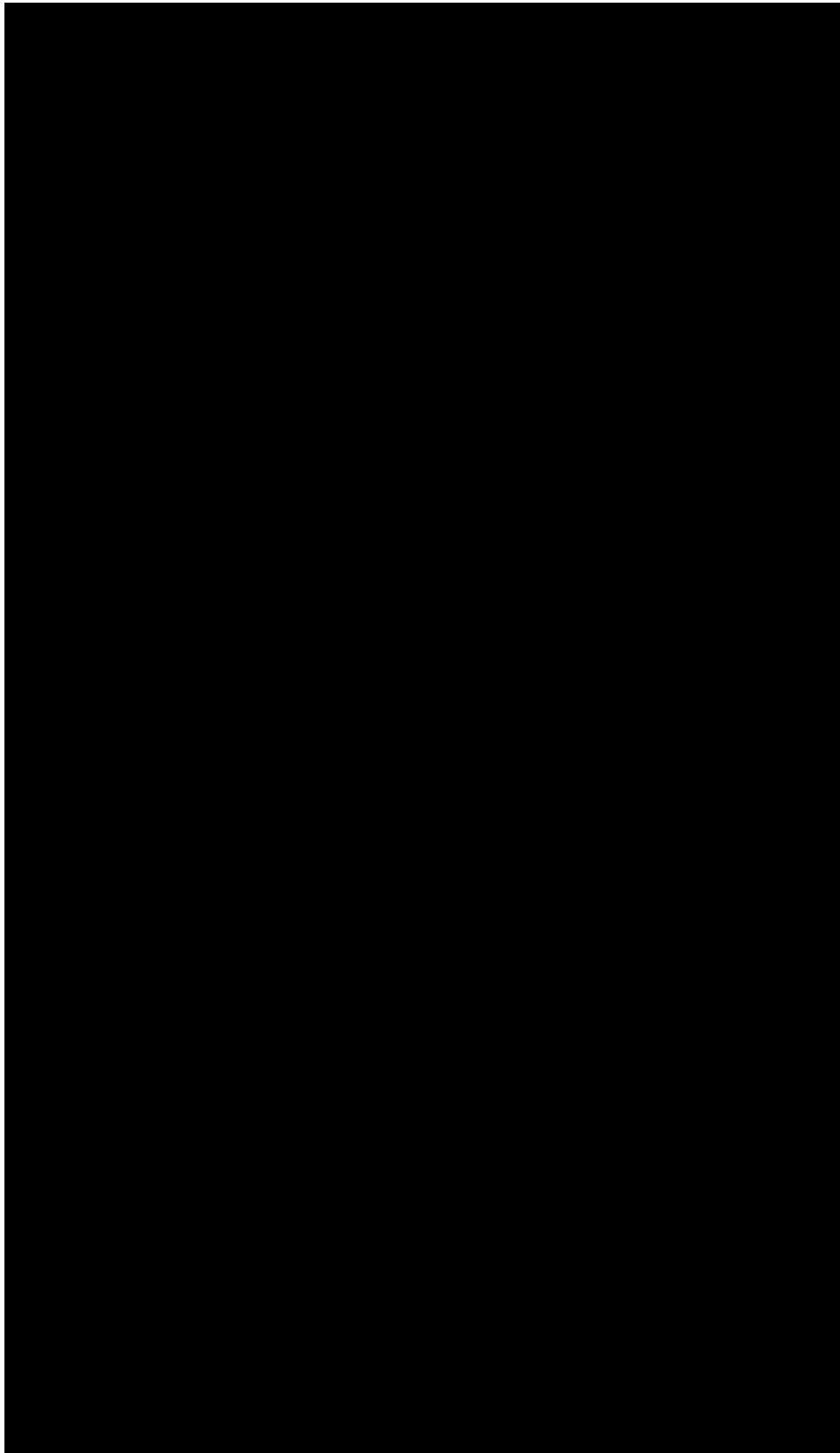
14 Q. Okay. I'm going to show you
15 what's been marked as Exhibit 37, which
16 corresponds with what you've identified as
17 trade secret number 37 and which you state
18 is "a price quote for a government contract
19 related to one of plaintiff's companies,
20 Shollar Bottling Company," correct?

21 A. Yes.

22

A large black rectangular redaction box covers the text for line 22.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3

4

5

MR. BEHRE: Objection, vague and

6

ambiguous.

7

8

9

10

11

12

13

14

15

16

17

18

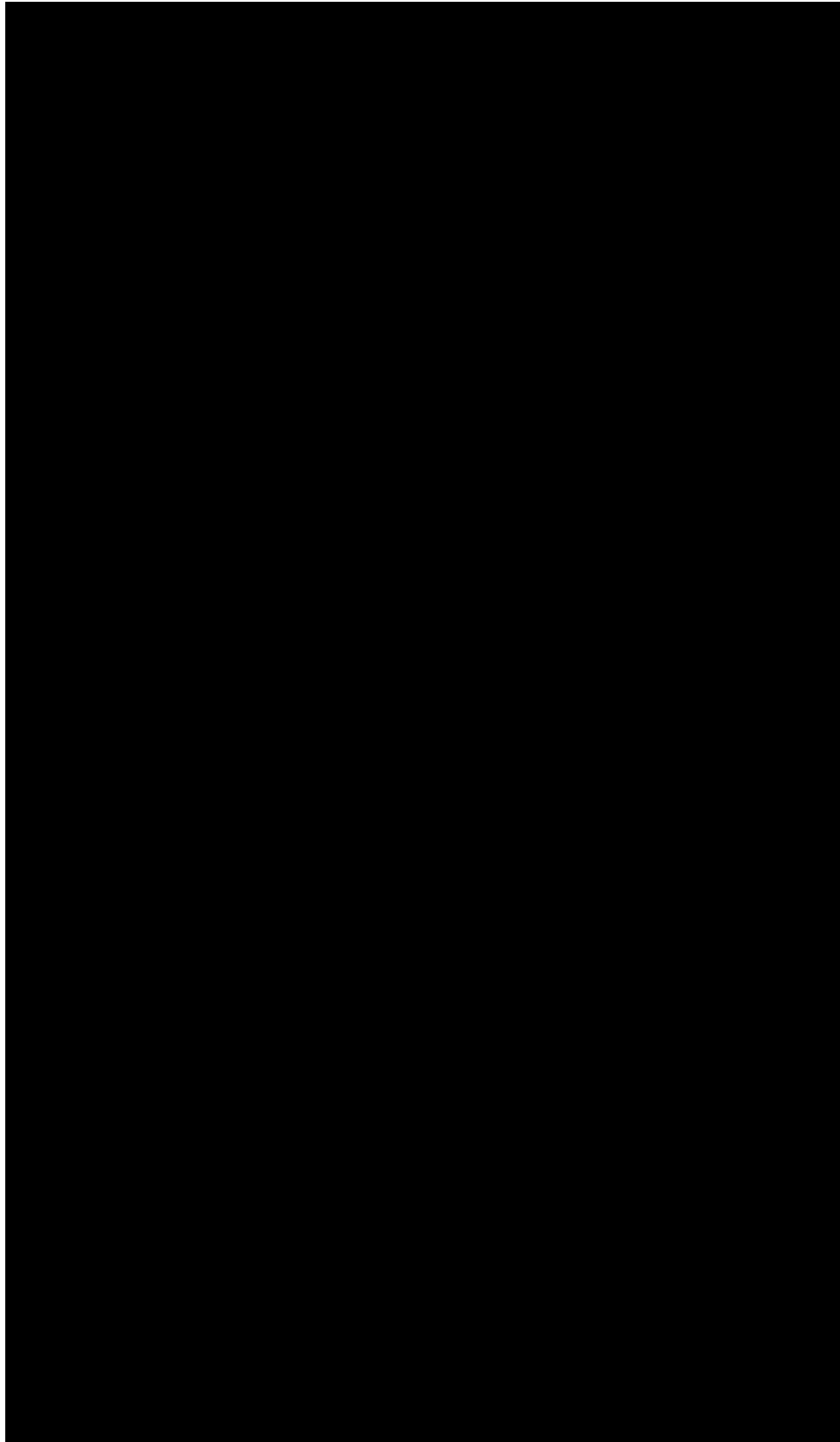
19

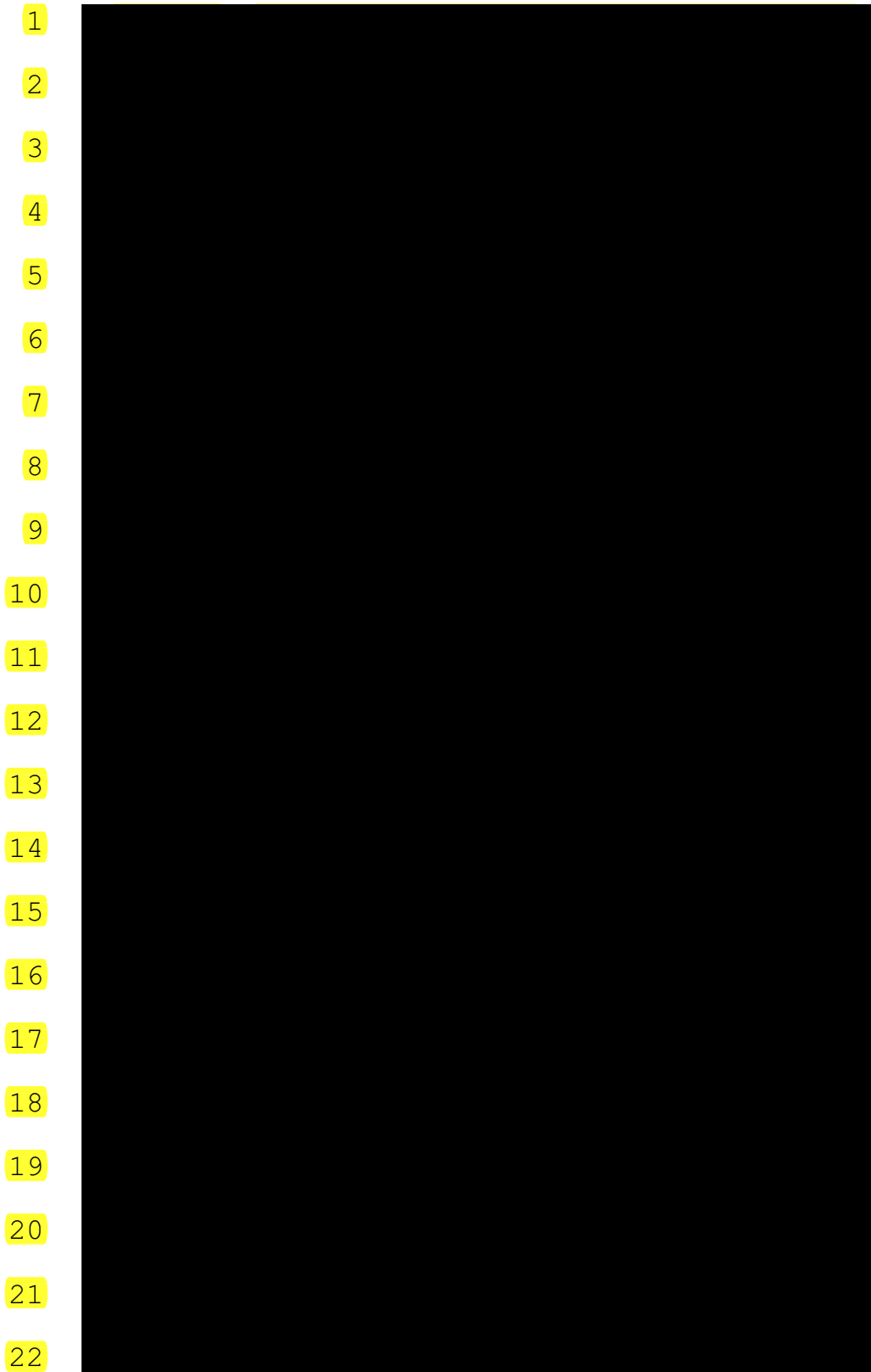
20

21

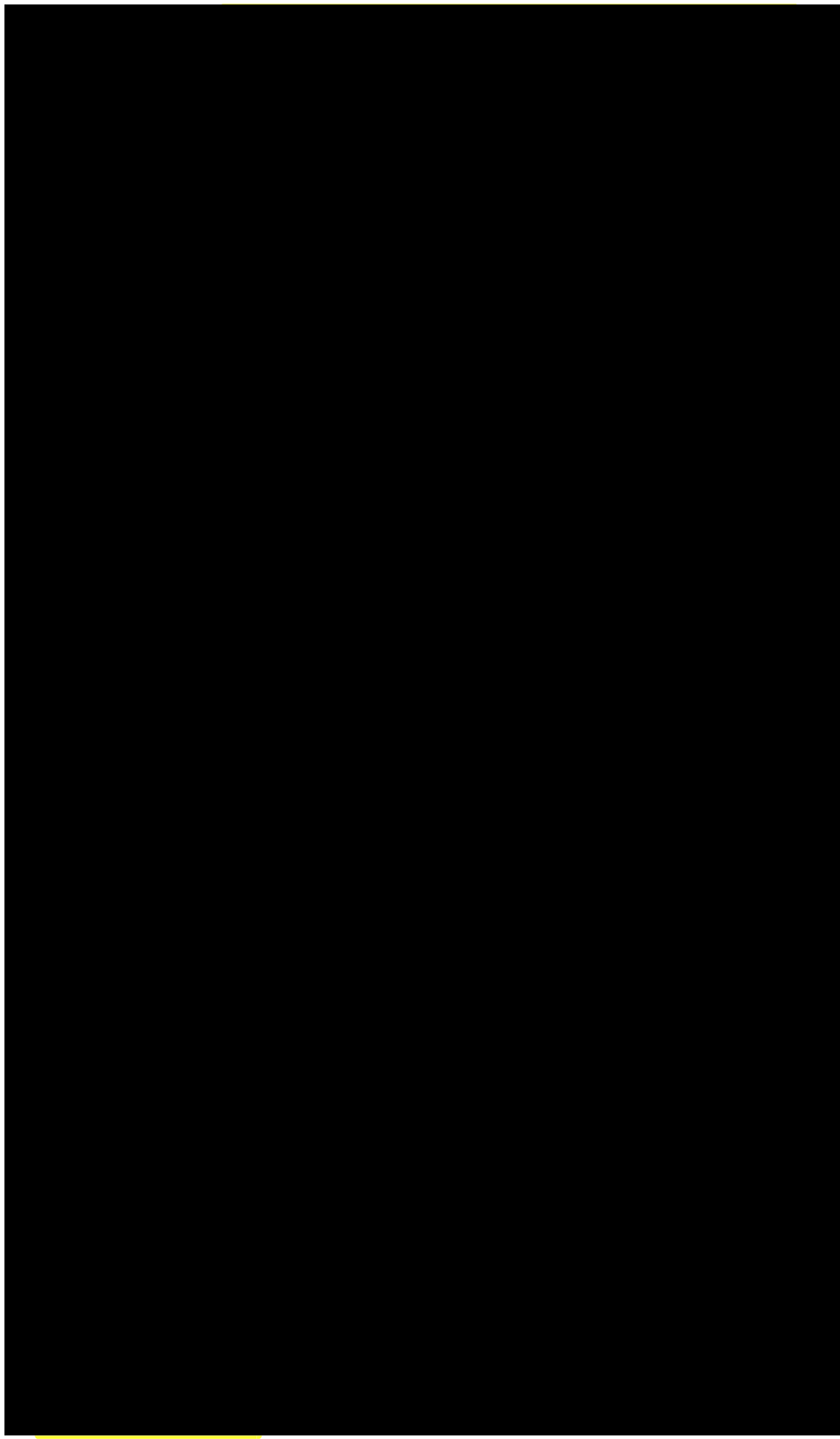
22

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22

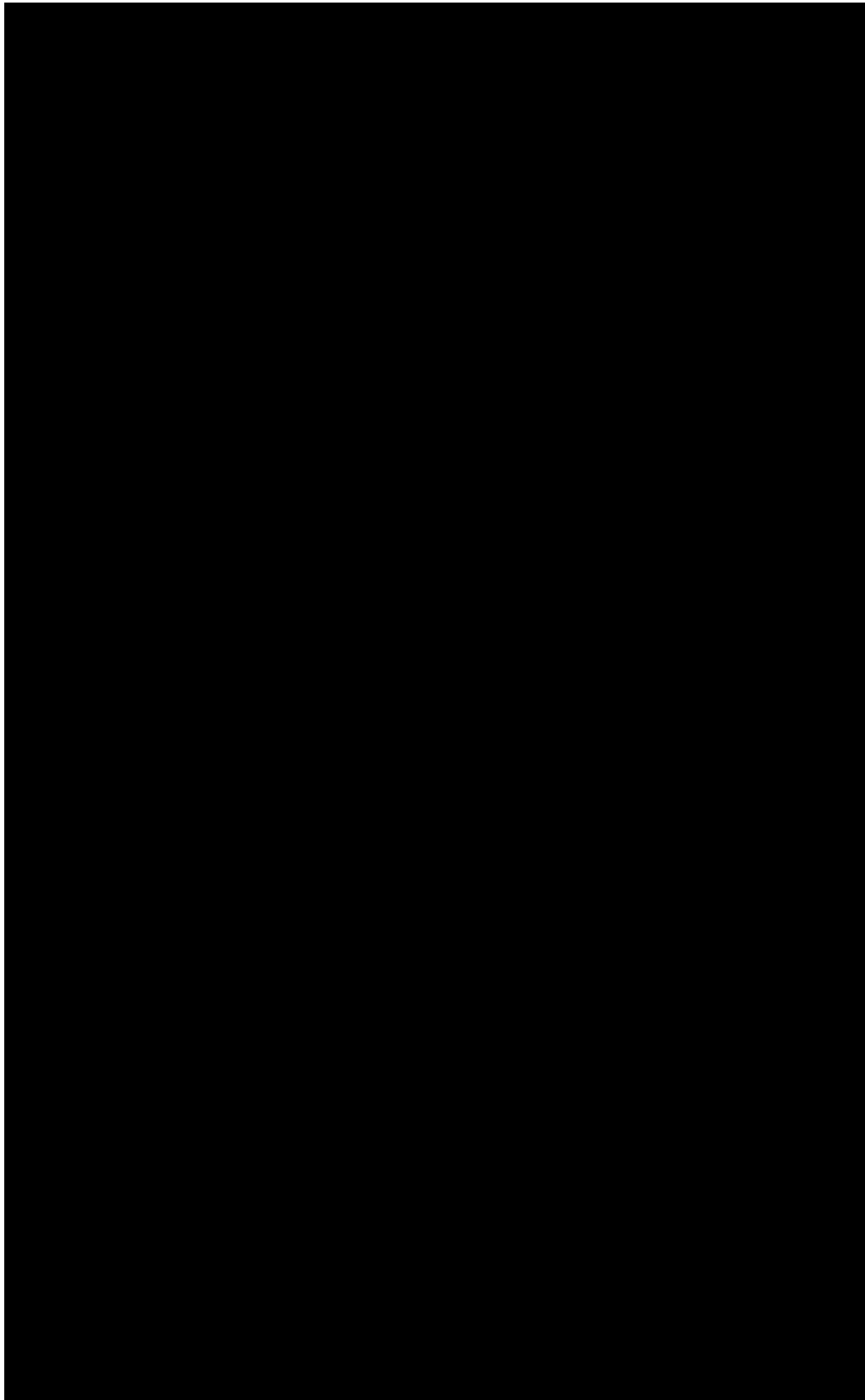




- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



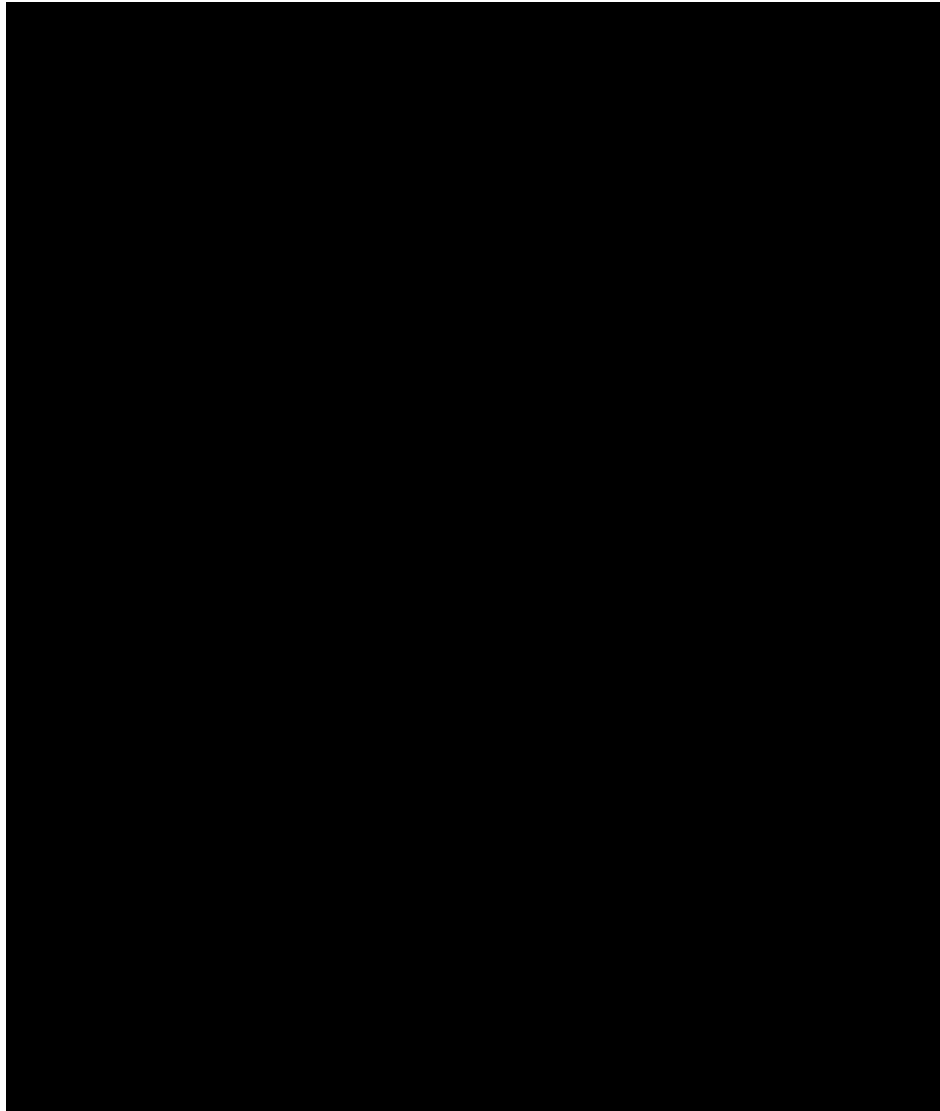
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15



16 MR. ROSENTHAL: You need to
17 change the tape?

18 THE VIDEOGRAPHER: I didn't get
19 the question.

20 MR. KAPLAN: Mid question?

21 MR. ROSENTHAL: Do you need to
22 change the tape?

1 THE VIDEOGRAPHER: Only when the
2 light is on is when I need to.

3 BY MR. KAPLAN:

4

5

6

7

8

9 MR. BEHRE: Objection, calls for
10 speculation.

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5 Q. I'm going to show you what has
6 been marked as Exhibit 39, which
7 corresponds to trade secret number 39 that
8 you have identified and which you state is
9 "an email attaching confidential
10 information used for government contracting
11 by one of plaintiff's companies, Caucas
12 International."

13 Correct?

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

(Document review.)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

10

11

12

13

MR. BEHRE: Objection,

14

foundation.

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

(Reporter clarification.)

17

18

19

20

21

22

1

2

3

4

MR. BEHRE: Objection,

5

foundation.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22



1

2

3 Q. I'm going to show you what I've
4 marked as Exhibit 45.

5 (Defendants' Exhibit 45, EMA
6 document Bates-stamped FA_MDNC_00210426
7 through 10455, marked for
8 identification, as of this date.)

9 MR. KAPLAN: Do you have copies
10 for them?

11 MR. ROSENTHAL: You just gave him
12 the whole package.

13 MR. KAPLAN: Oh, I'm sorry.
14 (Hanging.)

15 BY MR. KAPLAN:

16 Q. So this is a document that you
17 provided from EMA that appears to contain
18 the same information as was put in the
19 spreadsheet.

20 Do you disagree?

21 A. I have not compared them yet.

22 Q. Go ahead.

1 MR. KAPLAN: We'll go off for a
2 second. I have to use the restroom.

3 THE VIDEOGRAPHER: Off the record
4 at 5:12.

5 (Recess is taken.)

6 THE VIDEOGRAPHER: Back on the
7 record at 5:31.

8 BY MR. KAPLAN:

9 Q. Mr. Azima, Exhibit 45, that would
10 be -- have you had a chance to review it?

11 A. I just glanced it while you
12 weren't here, yes.

13 That's just the permission to
14 different destinations for different types
15 of trucks that we provided the service.

16 Q. That's right.

17

18

19

20

21

22

1

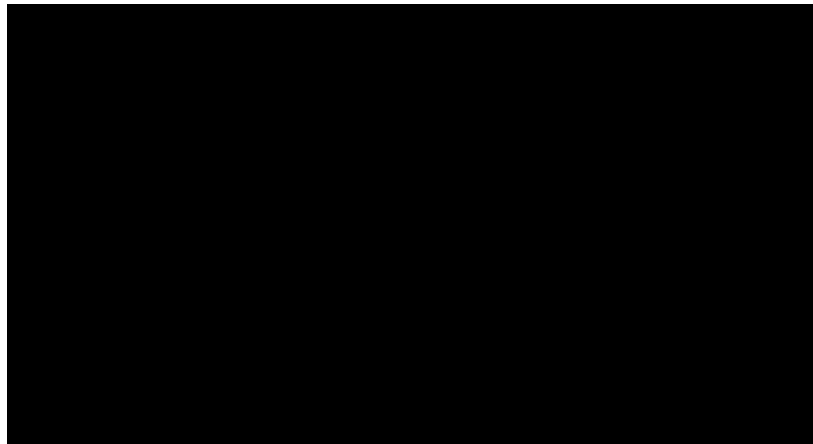
2

3

4

5

6



7 Q. Now you've alleged that Nicholas
8 Del Rosso and Vital Management Services
9 Inc. "improperly acquired, disclosed or
10 used Azima's trade secrets."

11 Right?

12 A. Correct.

13 Q. Do you contend that Nick
14 Del Rosso used your trade secrets?

15 MR. BEHRE: Objection, vague and
16 ambiguous.

17 A. He acquired them on behalf of
18 somebody else, to the best of my knowledge.

19 Q. You don't know whether he used
20 them for any purpose?

21 MR. BEHRE: Objection, vague as
22 to "used."

1 A. Except RAK, nobody else used my
2 information.

3 Q. And how did RAK use your
4 information?

5 A. To begin to start a litigation.

6 Q. Do you care to explain?

7 A. Yeah. Look at the nonsense
8 lawsuit that they have filed and then their
9 perjury school that they conducted and they
10 went to court and then lied, all the
11 witnesses -- with the witnesses, they lied
12 in the court. And they deceived and they
13 defrauded the English court, including me.

14 Q. Okay. That's the court where the
15 court in London found you not to be
16 credible, correct?

17 Is that the lawsuit that --

18 A. Based on --

19 Q. Let me finish, please.

20 Is that the lawsuit that you're
21 referring to?

22 A. Yes.

1 Q. Okay.

2 A. Based on the wall-to-wall
3 witnesses that they conspired to lie and
4 cheat and defrauded the court and then they
5 got a judgment. That loan was reversed, as
6 you know.

7 (Reporter clarification.)

8 A. Their decision was set aside.

9 Q. How do you contend that either
10 Nicholas Del Rosso or Vital Management
11 Services improperly acquired your trade
12 secrets?

13 A. How do I imply?

14 Q. How do you contend that they
15 improperly acquired your trade secrets?

16 A. They received tens of millions of
17 dollars to just do that.

18 Q. Okay. What proof do you have
19 that they received tens of millions of
20 dollars specifically to acquire your trade
21 secrets?

22 A. I cannot answer that at this

1 time.

2 Q. Why not?

3 A. Because I don't have the data
4 before me.

5 Q. Who has the data?

6 A. The legal team.

7 Q. Your lawyers?

8 A. Yes.

9 Q. They shared it with you?

10 MR. BEHRE: Objection to the
11 extent it calls for privileged
12 information.

13 BY MR. KAPLAN:

14 Q. Have they shared the proof?

15 A. That is privileged information he
16 said.

17 Q. He said to the extent.

18 So I just -- very simply, have
19 your lawyers shown you any proof that my
20 clients are the ones that acquired your
21 trade secrets?

22 A. The perpetrators of the crime

1 against me, including your client,
2 collectively they did that. And they were
3 actually hackers. They met with my legal
4 team in Tokyo and they admitted they have
5 hacked me at the direction of
6 Mr. Del Rosso.

7 Q. Okay. Who are you referring to
8 when you say "they"? They met with your
9 lawyers.

10 A. The CyberRoot.

11 Q. You don't know the names of the
12 individuals?

13 A. No, I do not.

14 Q. Okay. Is there any other
15 information to which you have been privy
16 other than these individuals from CyberRoot
17 that leads you to believe that it was Nick
18 Del Rosso and Vital Management Services?

19 MR. BEHRE: Objection if it calls
20 for --

21 BY MR. KAPLAN:

22 Q. Listen, I don't want to know any

1 -- the substance of any communications
2 between you and your lawyers.

3 I just want to know whether
4 you've seen any other proof, other than
5 what you just testified to, whatsoever,
6 that it was Vital Management Services or
7 Nick Del Rosso who improperly acquired your
8 trade secrets.

9 A. I consider that, my conversation
10 with my lawyers, privileged, and I am not
11 going to answer that.

12 Q. I don't want to know what they
13 told you. I want to know whether you have
14 seen any documents whatsoever other than
15 what your lawyers told you certain
16 individuals said which would lead you to
17 believe that Vital Management Services or
18 Nick Del Rosso are the ones that improperly
19 acquired your trade secrets.

20 MR. BEHRE: Same objection to the
21 extent it calls for privileged
22 information, and that includes showing

1 of documents by your lawyers.

2 A. You heard the man.

3 MR. KAPLAN: I'm sorry, you're
4 contending the mere fact that you
5 showed unspecified documents is
6 privileged?

7 MR. BEHRE: If it happened.

8 MR. KAPLAN: If it did. I'm
9 asking whether it happened.

10 MR. BEHRE: Yes.

11 MR. KAPLAN: So let's be very
12 clear. I want to be very clear.

13 MR. BEHRE: Attorney work
14 product, yes.

15 BY MR. KAPLAN:

16 Q. Okay. I'm not asking you to
17 disclose any particular documents that your
18 lawyers created.

19 I'm asking you whether you have
20 seen any documents that has led you to
21 believe that Nick Del Rosso or Vital
22 Management Services are the ones that

1 improperly acquired your trade secrets.

2 MR. BEHRE: Same objections.

3 Same instruction.

4 MR. KAPLAN: Are you instructing
5 him not to answer?

6 MR. BEHRE: If you can answer
7 without violating attorney-client
8 privileged, then you can answer.

9 A. I cannot answer that.

10 Q. I don't want you to tell me what
11 they said to you, your lawyers. I just
12 want to come to what you've seen.

13 Have you seen any documents that
14 would lead you --

15 A. I've seen thousands of documents.
16 I cannot remember which ones.

17 Q. Okay. What types of these
18 thousands of documents has led you to
19 believe that it was Vital Management
20 Services or Nick Del Rosso that improperly
21 acquired your trade secrets?

22 A. I did not say that. I said --

1 you -- what kind of document have you seen?

2 I said I've seen thousands of documents.

3 Q. Okay. I want to know if you have
4 seen any documents that have led you to
5 believe that it was Nick Del Rosso or Vital
6 Management Services that are the ones that
7 improperly acquired your trade secrets.

8 MR. BEHRE: Other than what
9 counsel has told you --

10 A. Other than what counsel told me,
11 nothing.

12 Q. Okay. You haven't seen any
13 document -- did counsel provide you with
14 any documents?

15 MR. BEHRE: You can answer that
16 "yes" or "no."

17 A. One more time.

18 Q. Did counsel provide you with any
19 documents that you reviewed?

20 A. No.

21 Q. None?

22 So all you know is what your

1 lawyers told you about -- which has led you
2 to believe that Nick Del Rosso and Vital
3 Management Services are the ones that
4 acquired -- or improperly acquired your
5 trade secrets?

6 A. Correct.

7 Q. Okay. Including what they told
8 you about meetings with CyberRoot folks in
9 Tokyo?

10 A. Correct.

11 Q. And I guess the answers would be
12 the same with regards to what proof you
13 have that Nick Del Rosso and Vital
14 Management Services are the ones that
15 disclosed your trade secrets?

16 MR. BEHRE: Same objections.

17 Same instruction.

18 A. One more time.

19 Q. What proof do you have that Nick
20 Del Rosso or Vital Management Services
21 disclosed your trade secrets?

22 A. Nothing other than my lawyers

1 have told me.

2 Q. Okay. You allege that the
3 defendants, quote, "instructed CyberRoot to
4 hack Azima, steal copies of his data,
5 including trade secrets and distribute the
6 data through BitTorrent and we transferred
7 links on blogs created by CyberRoot."

8 What proof do you have to support
9 that allegation?

10 A. My --

11 MR. BEHRE: Hold on.

12 What are we reading from?

13 Is that the complaint?

14 MR. KAPLAN: Yes.

15 A. My legal team has told me what I
16 know. I have not seen documents.

17 Q. Okay. Now when you speak about
18 the meeting in Tokyo, was that with a
19 gentleman by the name of Ahuja?

20 A. I do not know the name.

21 Q. Okay. Do you know somebody by
22 the name of Vijay Bisht?

1 A. I've heard the name, but I do not
2 know.

3 Q. Okay. So you have no idea who
4 they met with in Tokyo in 2021?

5 A. I don't remember what they told
6 me. They met with them and they had
7 dinner --

8 MR. BEHRE: Don't get into what
9 we told you.

10 BY MR. KAPLAN:

11 Q. Okay. Do you know Vikash Pandey?

12 A. These are the names I have a
13 heard. I do not know them.

14 Q. Did you instruct -- well, let me
15 ask you this: Are you aware of any
16 evidence that the Miller & Chevalier firm
17 undertook actions on your behalf without
18 being authorized to do so?

19 MR. BEHRE: Objection, vague and
20 ambiguous.

21 A. They've always acted in my best
22 interest.

1 Q. Okay. So you've authorized all
2 of their actions that you're aware of?

3 MR. BEHRE: Objection, vague and
4 ambiguous.

5 A. They have acted always in my best
6 interest.

7 Q. Okay. Are there any actions of
8 which you are aware that were purportedly
9 taken on your behalf that you did not
10 authorize?

11 MR. BEHRE: Objection, vague and
12 ambiguous.

13 A. I would never question the
14 integrity of my lawyers.

15 Q. Okay. And that would include the
16 Burlington firm in the U.K. as well,
17 correct?

18 A. I said my lawyers, they have
19 acted in my best interest.

20 Q. That's not my question. And
21 maybe they did.

22 But are you aware of any actions

1 taken either by lawyers at the Miller &
2 Chevalier firm or the Burlington firm in
3 London that were not authorized by you?

4 MR. BEHRE: Objection, relevance.

5 It doesn't relate to trade secrets. If
6 you want to proffer it, you can.

7 Otherwise, I'll shut it down.

8 A. You heard the man.

9 MR. BEHRE: You can answer that
10 one question. Go ahead.

11 A. What is the answer -- what is the
12 question?

13 Q. I'm not getting into it yet.
14 I'll proffer before.

15 Are you aware of any actions
16 purportedly taken on your behalf by either
17 the Burlington law firm or Miller &
18 Chevalier that you did not authorize?

19 A. I am not aware of it.

20 Q. Okay. Now are you aware that
21 whether -- are you aware Mr. Behre sought
22 to get CyberRoot and others to enter into a

1 settlement agreement with you?

2 MR. BEHRE: Objection to the
3 extent it calls for privileged
4 information.

5 A. If it is privileged, I cannot
6 answer.

7 Q. No, no, no. I just want to know
8 whether Mr. Behre, acting on your behalf,
9 attempted to get CyberRoot and others to
10 enter into a settlement agreement with you?

11 MR. BEHRE: Same objection.
12 Don't disclose privileged
13 information.

14 MR. KAPLAN: I think --

15 MR. BEHRE: If you can answer
16 without that, you can.

17 BY MR. KAPLAN:

18 Q. Let me see if I can clarify.
19 Okay. I just want to know whether you are
20 aware of something, not what your lawyer
21 told you.

22 A. I'm sorry, I don't have that

1 information.

2 Q. You don't know?

3 A. I don't have that information.

4 (Defendants' Exhibit 46,

5 Declaration of Chiranshu Ahuja, marked

6 for identification, as of this date.)

7 BY MR. KAPLAN:

8 Q. Okay. Let me show you what I'm

9 marking as Exhibit 46, which is a

10 declaration, a sworn statement, filed in

11 this case by a gentleman by the name of

12 Chiranshu Ahuja.

13 A. Um-hmm.

14 Q. Mr. Ahuja takes the position that

15 a witness statement filed in this action by

16 Ian Herbert is not true and that -- let's

17 turn to page 2, paragraph 4.

18 A. Paragraph 4.

19 Q. Mr. Ahuja, who is the director of

20 CyberRoot, Risk Advisory Private Limited

21 says, quote, "Since late 2020, CyberRoot

22 and its employees have been subject to

1 considerable false accusations by

2 Mr. Farhad Azima."

3 Have you seen this declaration

4 before?

5 A. No, I have not.

6 Q. Are you aware that CyberRoot is

7 taking the position --

8 A. No, I'm not.

9 Q. I didn't finish, but you're not
10 aware --

11 A. You just asked me the question
12 and you stopped, so I answered.

13 Q. Are you aware -- let's go to
14 paragraph 5.

15 Mr. Ahuja says, "Based on the
16 apparent connection between Mr. Azima and
17 the unlawful acts committed against
18 CyberRoot, I contacted Messrs. Kirby, Behre
19 and Dominic Holden by email on February 26,
20 2023. The purpose of my outreach to
21 Mr. Azima's counsel was to address the
22 considerable reputational harm and attacks

1 caused to CyberRoot by Mr. Azima unlawful
2 acts and false allegations."

3 He goes on to say, "During my
4 calls with Mr. Behre, I have raised the
5 damage that has been caused to CyberRoot by
6 the theft of its bank records and
7 Mr. Azima's false allegations, but
8 Mr. Behre was unwilling to discuss a
9 potential settlement unless CyberRoot
10 accepted that it hacked Mr. Azima, which we
11 have denied and continued to deny."

12 A. This question is so --

13 MR. BEHRE: There is no
14 question --

15 THE WITNESS: Let me say what I
16 want to say.

17 A. I want to say that even a baked
18 chicken would laugh at.

19 Q. Why? Why?

20 A. I won't discuss it.

21 Q. Well, I would like to discuss it.
22 Why do you find --

1 A. Why do you that? Ian is going to
2 lie? Do you think --

3 MR. BEHRE: Mr. Farhad, there is
4 no question.

5 MR. KAPLAN: There is a question.
6 I would like to know --

7 MR. BEHRE: There is no question.

8 MR. KAPLAN: There is a question.

9 BY MR. KAPLAN:

10 Q. My question is: Why do you find
11 Mr. Ahuja's statement that denying having
12 hacked you to be laughable?

13 A. CyberRoot is a hack-for-hire firm
14 just to begin with.

15 Q. Okay. How do you know that to be
16 the case?

17 A. They're all over the world. I
18 don't have the information in my Rolodex,
19 but you just read everything. That's what
20 their business is.

21 Q. Anything else?

22 A. That's enough.

1 Q. Okay. So putting that aside, why
2 is it laughable that Mr. Ahuja and
3 CyberRoot has denied hacking you? Why do
4 you find that to be laughable?

5 A. That's humorous. It's more than
6 laughable.

7 Q. Why do you find it humorous?

8 A. Because Ian is not going to go to
9 Tokyo and have dinner with them and then
10 these guys lie about it.

11 If you're ready believe any
12 reasonable person, do you believe Ian and
13 Kirby are two known hackers, liars, who
14 would you believe?

15 Q. That's fair.

16 So the sole basis for why you
17 find it laughable is that you believe your
18 lawyers and not the people denying that
19 they did something, right?

20 A. The sole purpose is that my
21 lawyers, they are honorable people. They
22 were in Tokyo. They have evidence. They

1 had dinner with them. And they talked
2 about it because they want to extract \$50
3 million from my lawyers, or some stupid
4 number like this, so they can cooperate.

5 Q. Okay. Well, are you aware that
6 Mr. Behre provided a settlement agreement
7 to CyberRoot and Mr. Ahuja in 2023?

8 A. I am not.

9 Q. Okay. Well, why don't we turn to
10 Exhibit 4 to that document in front of you.

11 A. Exhibit 4?

12 Q. Yeah.

13 A. What is it? Is it Exhibit 2?

14 Q. You have to flip. It's after the
15 text messages.

16 MR. ROSENTHAL: The document is
17 in the back.

18 BY MR. KAPLAN:

19 Q. You're looking for this document
20 (indicating).

21 A. What page is that? Exhibit 4.
22 Okay. The post-settlement agreement. I

1 haven't seen that before.

2 Q. All right. So Mr. Ahuja claims
3 that on July 5th, 2023, Mr. Behre sent him
4 this particular document.

5 A. Um-hmm.

6 Q. And he also states that "The
7 settlement agreement included allegations
8 that CyberRoot was involved in the hacking
9 and leaking of Mr. Azima's data on Torrent,
10 so I responded that we are not on the same
11 page and that we would have to reconsider
12 later."

13 A. I've never seen that before and I
14 cannot comment.

15 Q. Okay.

16 MR. BEHRE: There is no question
17 pending.

18 BY MR. KAPLAN:

19 Q. Look at the third "whereas"
20 clause.

21 Do you see that?

22 MR. BEHRE: What page?

1 MR. KAPLAN: Page 1.

2 BY MR. KAPLAN:

3 Q. "Whereas the parties directly" --

4 MR. BEHRE: Are you representing
5 this is the PACER version? There is no
6 PACER legend on this.

7 MR. KAPLAN: I don't know the
8 answer to that.

9 MR. BEHRE: So this could be
10 different than what you filed in court?

11 MR. KAPLAN: No. If it is, you
12 can move to strike if I file it for
13 something.

14 MR. BEHRE: That's weird.

15 MR. KAPLAN: Yeah. By the way,
16 for what it's worth, I asked for the
17 file-stamped copy.

18 BY MR. KAPLAN:

19 Q. Do you see where it says, "The
20 parties directly or through their counsel
21 met for two days in Tokyo on June 20 and
22 21, and during those meetings, the

1 CyberRoot parties confirmed that Nicholas
2 Del Rosso hired CyberRoot to hack Azima and
3 others and published Azima's hacked data
4 online."

5 A. I can read that.

6 Q. You see that?

7 A. Yes.

8 Q. You understand that CyberRoot and
9 Vibhor Sharma and Vijay Bisht and Chiranshu
10 has refused to sign this on the grounds
11 that it's not true?

12 A. I have not seen this document
13 before.

14 Q. Okay. But you understand that to
15 be the case?

16 A. I haven't seen the document.

17 Q. Did you authorize Mr. Behre to
18 send this document that you haven't seen
19 before to CyberRoot?

20 A. Mr. Behre is my legal counsel.
21 He doesn't need to -- case-to-case
22 authorization from me.

1 Q. He doesn't need authorization to
2 make settlement offers on your behalf?

3 MR. BEHRE: Objection. That's
4 misstating what he just said.

5 BY MR. KAPLAN:

6 Q. Does he need authorization to
7 make settlement offers on your behalf?

8 MR. BEHRE: Objection, calls for
9 speculation.

10 A. Mr. Behre is my legal counsel.
11 He and his peers, they have representative
12 me for more than 50 years. I have a total
13 trust and confidence in them, and they can
14 do whatever is my best interest.

15 Q. Without getting express
16 authorization from you?

17 MR. BEHRE: Objection.

18 A. When I just stated that they are
19 my trusted confidant and lawyers, that
20 doesn't -- that means that they don't need
21 to ask for every time that they do
22 something.

1 Q. Okay. So let me make sure that I
2 understand this.

3 You did not review the terms of
4 this settlement agreement before Mr. Behre
5 sent it to Mr. Ahuja, correct?

6 A. I just stated this is the first
7 time I have seen this.

8 Q. Right.

9 So he sent a settlement offer on
10 your behalf without even letting you review
11 it first?

12 MR. BEHRE: Objection as to
13 relevance. This is getting into --
14 this is getting into privileged.

15 (Simultaneous speaking.)

16 MR. BEHRE: Hold on. Let me get
17 my objection out.

18 This is getting into privileged
19 communications, so tread carefully.

20 MR. KAPLAN: I hear you.

21 BY MR. KAPLAN:

22 Q. Are you aware of any agreement

1 between Miller & Chevalier and CyberRoot?

2 A. I'm not.

3 Q. Are you aware of any agreement
4 between Miller & Chevalier and Mr. Ahuja?

5 A. I don't know who Mr. Ahuja is.

6 Q. How about Vijay Bisht?

7 A. I heard the name. I don't know
8 who he is.

9 Q. Okay. Turn to the next exhibit
10 which went along with this settlement
11 agreement.

12 A. That's the Chevalier, is that the
13 one you're talking about?

14 Q. It's an email sent by Mr. Behre.
15 It's a letter that accompanied the
16 settlement agreement --

17 A. Right.

18 Q. -- where Miller & Chevalier is
19 offering to pay Chiranshu Ahuja and Vibhor
20 Sharma and CyberRoot Risk Advisory Limited.

21 MR. BEHRE: What page?

22 A. I was just -- I was under the

1 impression that you just said that these
2 people said that they never met them in
3 Tokyo. All at once they never --

4 Q. That's not true. They've met
5 him. I think that they said that they met
6 him.

7 A. You said they're --

8 MR. BEHRE: It's stipulated.

9 MR. KAPLAN: I've not stipulated.

10 MR. BEHRE: You just said it.

11 MR. KAPLAN: No. I didn't --

12 excuse me. I did not say that they met
13 him. That is not true.

14 MR. BEHRE: Could the reporter
15 read back what you just said, please?

16 BY MR. KAPLAN:

17 Q. What I said was that along with
18 this settlement agreement, that Mr. Behre
19 sent a letter offering to pay --

20 A. But before that, you said that
21 mister whatever the hell his name is said
22 that they never met.

1 Q. I don't know what they said.

2 Whatever --

3 A. If they never met, if they didn't
4 meet --

5 Q. I don't know. I wasn't there to
6 the extent there --

7 A. I wasn't there either.

8 Q. Great.

9 So whatever he says in his sworn
10 declaration is what it is, okay, that we're
11 referring to right now.

12 So --

13 A. But if they deny even having met
14 them and having dinner with them --

15 Q. I don't know the answer. I'm not
16 asking you about that.

17 What I'm asking about is whether
18 you knew that your lawyers offered to pay
19 Vijay Bisht, Chiranshu Ahuja, and Vibhor
20 Sharma and CyberRoot.

21 A. For what purpose?

22 Q. Let's look at that. Go to page 1

1 where it says "Engagement: Provide
2 information and assistance to Miller,"
3 which is Miller & Chevalier, "related to
4 the litigation as directed by counsel,
5 including by assisting in preparation for
6 depositions, submitting to informal
7 interviews and the preparation of sworn
8 affidavits, declarations" --

9 A. What page are you?

10 Q. Page 1.

11 A. Page 1 of what?

12 Q. Of the letter.

13 A. Um-hmm.

14 Q. -- "witness statements and all
15 presentation of evidence in court."

16 A. What does that mean?

17 Q. I don't know. Your lawyers
18 offered that on your behalf.

19 MR. BEHRE: There is no question
20 pending.

21 THE WITNESS: Sorry?

22 MR. BEHRE: There is no question

1 pending. He's reading it to you, but
2 he's not asking you a question.

3 (Simultaneous speaking.)

4 BY MR. KAPLAN:

5 Q. What do you believe oral
6 presentation of evidence in court means,
7 since it was offered to these individuals
8 on your behalf?

9 MR. BEHRE: Objection,
10 foundation. The witness said he hasn't
11 seen it.

12 A. I've never seen this before. I
13 haven't.

14 Q. Do you have any reason to believe
15 that Mr. Behre did not provide this to --

16 MR. BEHRE: That is really
17 inappropriate.

18 Q. -- Mr. Ahuja?

19 A. This is the first time I've seen
20 that and I have no -- I have no reason to
21 disbelieve my lawyers because I never have.

22 Q. Okay. So your lawyers sent this

1 letter, we assume, on your behalf to
2 CyberRoot offering to compensate CyberRoot?

3 MR. BEHRE: For the record, it is
4 a draft letter.

5 THE WITNESS: Is it signed?

6 MR. BEHRE: No.

7 BY MR. KAPLAN:

8 Q. No. They wouldn't sign it?

9 MR. BEHRE: There is not even a
10 date on it. Come on, don't
11 misrepresent.

12 MR. KAPLAN: Are you taking the
13 position that you didn't send this?
14 That someone created this document and
15 sent it on your behalf?

16 MR. BEHRE: I am only following
17 your exhibit.

18 MR. KAPLAN: I am asking.

19 MR. BEHRE: Look at your exhibit.

20 MR. KAPLAN: I see the exhibit.

21 I just want to know what your
22 position is.

1 MR. BEHRE: I'm so glad you
2 confirmed that the presence of your two
3 paid-off witnesses in Tokyo. You guys
4 have been fighting that for months.
5 Sam has been denying it for months.
6 And just here today, you disclosed it.
7 Thank you.

8 MR. KAPLAN: I didn't disclose
9 anything but I don't know. You can say
10 whatever you want, but I've got no
11 idea.

12 MR. BEHRE: Your representation
13 is good with me.

14 MR. KAPLAN: I don't believe I
15 represented that. But if I did, it's
16 baseless because I really have
17 absolutely no clue.

18 BY MR. KAPLAN:

19 Q. Let me show you what I'm marking
20 as Exhibit 46.

21 MR. ROSENTHAL: Exhibit 46 or 47?

22 MR. KAPLAN: What number is the

1 last one?

2 THE WITNESS: This is 46.

3 MR. KAPLAN: We'll go to 47.

4 (Defendants' Exhibit 47,

5 Declaration of Vikash K. Pandey, marked

6 for identification, as of this date.)

7 BY MR. KAPLAN:

8 Q. Okay. You don't know who Vikash
9 Pandey is, right?

10 A. No.

11 Q. Do you understand that Mr. Pandey
12 is a former employee of CyberRoot?

13 A. I do not know.

14 Q. Okay. Do you understand that he
15 says that in paragraph 2 of his sworn
16 declaration?

17 A. Let me read that first.

18 Q. Sure.

19 (Document review.)

20 A. So they were employed by the
21 hacking company.

22 Q. Read paragraph 3.

1 (Witness complies.)

2 A. I did read it.

3 Q. So you understand that Mr. Pandey
4 also denies being involved, right?

5 MR. BEHRE: Objection.

6 A. I read it, but I don't understand
7 it.

8 Q. Okay. Now turn to Exhibit A of
9 this particular agreement, which is an
10 August 20th, 2020, letter from Mr. Dominic
11 Holden at Burlingtons.

12 A. Where is Exhibit A?

13 Q. Keep going. That's it.

14 A. This one (indicating)?

15 Q. No, go back. That is Exhibit B.
16 Go backwards.

17 (Document review.)

18 A. Exhibit A.

19 Q. Okay. Did you authorize
20 Mr. Burlingtons to send this letter to
21 Vikash Pandey?

22 MR. BEHRE: Hold on.

1 Objection, foundation.

2 If you want to read it, read it.

3 A. I was just going to ask some time
4 to read it.

5 (Document review.)

6 A. Are you referring to a contract
7 here?

8 Q. Excuse me?

9 No, I'm referring to the letter.

10 (Document review.)

11 A. This that I read?

12 Q. Correct.

13 A. They asked for Farhad Azima. A
14 lot of people asked for me.

15 Q. But these were your lawyers,
16 right?

17 A. I have a lot of lawyers.

18 Q. Okay. Was Burlingtons -- was
19 Dominic Holden at Burlingtons your lawyer
20 in August of 2020?

21 A. Yes.

22 Q. Okay. And did you authorize him

1 to send this letter to Mr. Pandey along
2 with the attached settlement agreement?

3 A. This is the first time I've seen
4 this.

5 Q. Okay. Are you aware of any
6 agreements today as we sit here between
7 Mr. Pandey and anybody acting on your
8 behalf?

9 A. I am not aware of it.

10 Q. Now I'm going to mark as
11 Exhibit 47 an email between from Kirby
12 Behre.

13 MR. HERBERT: I thought we were
14 on 48.

15 (Defendants' Exhibit 48, Email
16 dated 2/17/2015 from Kirby Behre to
17 HH@fathers.church, not Bates-stamped,
18 marked for identification, as of this
19 date.)

20 BY MR. KAPLAN:

21 Q. 48, dated February 17th, 2015 to
22 HH@fathers.church.

1 Are you familiar with that
2 particular email address? Is it an email
3 address that you used in 2015?

4 (Document review.)

5 MR. BEHRE: Objection, outside
6 the temporal scope. Object to the
7 extent it calls for privileged
8 information.

9 BY MR. KAPLAN:

10 Q. Mr. Azima?

11 A. Sir?

12 Q. Did you use the email address,
13 HH@fathers.church in 2015?

14 A. Yes, I have.

15 Q. Okay. Now Mr. Behre is saying to
16 you, "We have a new source, a lawyer who
17 works for our adversary."

18 Do you know what that is in
19 reference to?

20 A. No, I do not.

21 MR. BEHRE: Objection.

22 You have got to wait.

1 Privileged.

2 BY MR. KAPLAN:

3 Q. I show you what I'm marking as
4 Exhibit 49.

5 (Defendants' Exhibit 49, Miler
6 Chevalier document titled "Project Clay
7 - Action Plan," Kirby Behre, 2/14/2015,
8 not Bates-stamped, marked for
9 identification, as of this date.)

10 MR. BEHRE: And where is the
11 Bates on this?

12 BY MR. KAPLAN:

13 Q. Mr. Azima, are you aware of any
14 lawyer that --

15 MR. BEHRE: For the record, why
16 isn't there a Bates number on this?

17 MR. KAPLAN: I don't know.

18 MR. BEHRE: Well, is your client
19 going to produce this to us?

20 MR. KAPLAN: I don't know whether
21 it's been produced or not. I don't
22 know whether it's responsive to any

1 particular document request. We can
2 deal with that later.

3 MR. BEHRE: Well, you have
4 privileged emails, and I would think
5 you would know.

6 MR. KAPLAN: I personally do not
7 know.

8 MR. ROSENTHAL: I do know. It's
9 one that you produced. We can give you
10 the Bates number later.

11 MR. BEHRE: But if we produced
12 it, it would have a Bates number,
13 right? Right, Sam?

14 MR. KAPLAN: Yes. We'll deal
15 with that later.

16 MR. BEHRE: You took it off?
17 Come on.

18 BY MR. KAPLAN:

19 Q. Mr. Azima, are you aware of any
20 lawyers that do not represent you which are
21 cooperating with either the Miller &
22 Chevalier firm or the Burlingtons firm?

1 A. Am I aware of any lawyers who is
2 not working for me and cooperating with
3 Miller & Chevalier or -- no, I'm not.

4 Q. I'm showing you what I marked as
5 Exhibit 49, Project Clay Action Plan.

6 Do you know what Project Clay
7 refers to?

8 MR. BEHRE: Objection, outside
9 the temporal scope, privileged. It's
10 labeled as such.

11 You're instructed not to answer.

12 A. I'm still confused. This is
13 Mr. Del Rosso, RAK's deposition.

14 Q. Okay. Do you see --

15 A. Nobody wants to answer that?

16 Q. You -- this document was produced
17 by your lawyers.

18 A. Which one?

19 Q. The document that is Exhibit 49.

20 A. I haven't seen 49 yet.

21 Q. It's right here (indicating).

22 Okay. This was produced by you

1 to my clients in this litigation. So I
2 don't know where the claim for privilege
3 occurs --

4 MR. BEHRE: It was stolen by your
5 client. We have the stolen data that
6 your client stole, and he stole
7 privileged information.

8 He's not going to answer any
9 questions about a privileged document.

10 BY MR. KAPLAN:

11 Q. Have you ever seen this document
12 sir?

13 MR. BEHRE: Don't answer. Don't
14 answer.

15 A. You heard the man. He said don't
16 answer.

17 Q. Mr. Azima, all of your trade
18 secrets were stored on your computer
19 system, right?

20 A. I don't use computer. I have
21 iPads.

22 Q. They were stored on your iPads?

1 A. Not necessarily.

2 Q. Okay. Well, if there was --
3 where was it stored, then, if not
4 necessarily on your iPads?

5 A. My -- I don't quite understand.

6 Q. From where was your information
7 hacked?

8 A. From my data which was made
9 public.

10 Q. But where did the hackers get
11 your data?

12 A. From Internet.

13 Q. Okay. Where was it on the
14 Internet? Where were you storing all of
15 this information?

16 A. At the time, computer, not only
17 iPad, iPhone, everything.

18 Q. Okay. You had computers in --
19 when are you referring to?

20 A. I quit using computers a few
21 years ago. But the company and the various
22 people that were hacked, they had computer

1 then.

2 Q. Okay. Is there any company that
3 was hacked, are you aware of any data
4 policies that its employees were required
5 to follow?

6 MR. BEHRE: Objection, vague and
7 ambiguous.

8 A. I don't understand the question.

9 Q. Okay. So what companies were
10 hacked of yours?

11 MR. BEHRE: Companies?

12 MR. KAPLAN: That's what he's
13 saying.

14 A. I said --

15 Q. Let me back up. Let me try this
16 a different way.

17 You said that your data -- my
18 clients caused somebody to hack, to obtain
19 your data. And I'm asking you from where
20 did the hackers get your data?

21 It was online, right?

22 A. I'm sorry?

1 Q. It was online somewhere, correct?

2 A. Yes. And then it was in my
3 computer, there was two live, what do you
4 call that, the worm there, so we had it
5 removed. So it was actually in my
6 computer, two of them. They had a
7 real-time access to all my information.

8 Q. I recognize that.

9 Now your computer, prior to the
10 hacking, your position is that all of the
11 trade secrets were on this -- your one
12 single computer? That can't be.

13 A. My trade secrets were either on
14 my computer or the company's computers.

15 Q. Okay. Which company's?

16 A. ALG.

17 Q. Okay. What data, privacy
18 policies does ALG -- did ALG have between
19 2007 and 2017?

20 A. I have to refer to my staff. I
21 don't know exactly.

22 Q. Okay. Who would be able to

1 answer that?

2 A. Probably the company could answer
3 this.

4 Q. It's a third-party company that
5 ALG hired to handle its IT needs?

6 A. If it's been done, it's outside
7 of my knowledge.

8 Q. Okay. Who had the knowledge?

9 A. Probably they is one of them, but
10 there may be others.

11 Q. But you can't name them?

12 A. I don't know who.

13 Q. Okay. And you are unaware of any
14 policies regarding the handling of
15 sensitive information that every single
16 employee of ALG Transportation Inc. was
17 required to follow?

18 A. We have confidentiality with a
19 lot of people. We have a lot of
20 confidentiality and the NDA they sign.

21 Q. With who?

22 A. With employees.

1 Q. Every single one?

2 A. Currently, with every single one.

3 Q. Okay. Did you back in 2007?

4 A. I don't remember that.

5 Q. 2008?

6 A. I don't remember that.

7 Q. 2009?

8 A. I don't remember that.

9 Q. Do you remember any single human
10 being that signed an NDA that works for ALG

11 Transportation prior to 2017?

12 A. I don't remember.

13 Q. Did you have a password on your
14 computer --

15 A. Yes.

16 Q. -- at the time it was hacked?

17 A. Would you like to have it?

18 Q. Yes. What is it?

19 MR. BEHRE: No --

20 Q. Is it the same?

21 MR. BEHRE: -- we are not giving
22 out passwords.

1 Q. Did you change your password
2 since?

3 A. Yes.

4 Q. Okay.

5 A. I change it routinely.

6 Q. Do you recall what the password
7 was that you used in 2016?

8 A. I don't remember.

9 Q. Do you remember when you changed
10 your password?

11 A. As I said, I change my password
12 routinely.

13 Q. Do you know whether ALG Inc. used
14 antivirus software?

15 A. Yes.

16 Q. Okay. Between 2016 and 2018?

17 A. Yes.

18 Q. Okay. Do you know what -- the
19 name of it?

20 A. Was that something with a yellow
21 marking.

22 Q. That's all you know?

1 A. Yeah. I can't remember the name.

2 Q. Who would know?

3 A. My assistant or -- they would
4 know that. They would know it.

5 Q. Okay. Did you personally have
6 antivirus software installed on your
7 computer in 2016?

8 A. Yes.

9 Q. Do you know what software it was?

10 A. It was the same one that was used
11 systemwide.

12 Q. Did you use the same password in
13 2014 or 2015 and 2016 --

14 MR. BEHRE: Objection.

15 BY MR. KAPLAN:

16 Q. -- or were you always continually
17 changing it?

18 A. It depends which email we are
19 talking about because I don't remember
20 those. But I had more than one email
21 address.

22 Q. Not just emails, but your actual

1 data.

2 A. On what?

3 Q. To get into your computer.

4 Was your computer

5 password-protected?

6 A. My computer was

7 password-protected.

8 Q. Okay. Did you change the
9 password regularly for your computer?

10 A. To access it?

11 Q. Yes.

12 A. It was in my home.

13 Q. So you did?

14 A. Yes, I did.

15 Q. Okay. It was in your home, so
16 you regularly changed the password --

17 A. I change it from time to time.

18 Q. How often?

19 A. I don't know. It depends who was
20 around.

21 Q. Were you aware prior to 2016 of
22 any efforts to hack into your data?

1 A. Yes.

2 Q. Who?

3 A. I do not know.

4 Q. When?

5 A. Well, it was when all the
6 websites started coming out Farhad Azima
7 this and that. That was in 2015, I
8 believe --

9 Q. Okay.

10 A. -- or '16. I don't know exact
11 date.

12 Q. Okay. So did you begin changing
13 your password to access your computer
14 systems afterwards regularly?

15 A. I have IT company that do all
16 these things.

17 Q. Okay. But you don't know what
18 the company is?

19 A. No.

20 Q. Did you change any of your data
21 storage policies, either personally or for
22 any of your companies, after you started

1 believing that people were trying to hack
2 you?

3 A. We took every precautions
4 possible.

5 Q. That's not my question. I want
6 to know if you changed your conduct.

7 A. My personal conduct, yes.

8 Q. Okay. What did you do to change?

9 A. Double verification system.

10 Q. When did you start that?

11 A. I don't remember that.

12 Q. Okay. Who set that up for you?

13 A. I don't recall who set it up, but
14 I asked people. But I have
15 double-verification system.

16 Q. For your emails or --

17 A. Yes, as well as my telephone.

18 Q. Okay. What about access to your
19 home computer?

20 A. I don't have anymore home
21 computer.

22 Q. No, I am talking about back in

1 2015 when you first learned or assumed that
2 people were trying to hack your
3 information.

4 A. After that -- I said that there
5 was worm installed in my computer. After
6 that, I never used computers.

7 Q. After 2015?

8 A. Whenever I discovered the worm.
9 I don't remember the date.

10 Q. Are you aware of any money being
11 paid to Patrick Gracian to cooperate with
12 you in this particular lawsuit?

13 MR. BEHRE: Objection,
14 foundation.

15 A. By who?

16 Q. Anybody.

17 A. I am aware of it.

18 Q. Are you aware of any agreements
19 between Patrick Gracian and anyone acting
20 on your behalf to cooperate with you in
21 prosecuting this lawsuit?

22 MR. BEHRE: Objection to the

1 extent it calls for information outside
2 of this case.

3 If you can answer --

4 A. I don't know the answer.

5 Q. Okay. Are you aware of any
6 agreements between anyone acting on your
7 behalf and Patrick Gracian to cooperate
8 with the Stocco partnership?

9 MR. BEHRE: Objection, relevance,
10 outside the scope of this case.

11 A. I'm not aware of it.

12 Q. Are you aware of Stuart Page
13 being paid any money to cooperate with you
14 in this particular litigation?

15 A. I'm not aware of it.

16 Q. Are you aware of any agreements
17 made between Stuart Page and anyone account
18 acting on your behalf to cooperate with you
19 in this litigation?

20 A. I'm not aware of it.

21 Q. Are you aware of any agreements
22 with Stuart Page to cooperate with the

1 Stocco partnership?

2 MR. BEHRE: Objection, relevance.

3 A. What would I do with Stocco? Why
4 don't you ask Stocco that?

5 Q. Are you aware of any money being
6 paid to Paul Robinson to cooperate with you
7 in this litigation?

8 A. Who is Paul Robinson?

9 Q. I guess that's your answer.
10 Are you aware of any money being
11 paid to Steve McIntire?

12 A. Who is Steve McIntire?

13 Q. Okay. You are not aware of any
14 money being paid to Vikash Pandey to
15 cooperate with you in this particular
16 litigation?

17 A. I am not.

18 Q. And you're not aware of any
19 agreements that Vikash Pandey executed with
20 anybody acting on your behalf?

21 A. Who executed -- killed somebody?

22 Q. Signed.

1 A. What was the question?

2 Q. Are you aware of any agreements
3 between Vikash Pandey and anyone acting on
4 your behalf?

5 A. I am not aware of it.

6 Q. Are you aware of any agreements
7 between Chiranshu Ahuja and anyone working
8 on your behalf?

9 A. I don't know who Mr. Ahuja is.

10 Q. How about Vijay Bisht?

11 MR. BEHRE: Object to the extent
12 it doesn't relate to this case.

13 BY MR. KAPLAN:

14 Q. Are you aware of any agreements
15 between anyone acting on your behalf and
16 Vijay Bisht?

17 MR. BEHRE: Same objection.

18 A. I've never -- I don't know who he
19 is. I am not aware of any agreement
20 either.

21 MR. KAPLAN: Let's take five
22 minutes.

1 THE WITNESS: How much time do
2 you have?

3 THE VIDEOGRAPHER: Off the record
4 at 6:18.

5 (Recess is taken.)

6 THE VIDEOGRAPHER: Back on the
7 record at 6:36.

8 MR. HERBERT: You're done?

9 MR. KAPLAN: I'm reserving.

10 EXAMINATION

11 BY MR. HERBERT:

12 Q. Mr. Azima, you've been repeatedly
13 asked today whether something is a trade
14 secret?

15 A. Correct.

16 Q. Do you know the legal elements of
17 a trade secret?

18 A. Please enlighten me.

19 Q. Is that a "no"?

20 A. Sorry?

21 Q. Do you know them off the top of
22 your head?

1 A. Not the legal definition.

2 Q. Right.

3 Are you a lawyer?

4 A. For God's help, no.

5 Q. Did you review the documents that
6 have been identified as trade secrets in
7 this litigation?

8 A. The one that -- the 39 or
9 something document?

10 Q. Yes.

11 A. I looked at them, yes.

12 Q. So do those documents that have
13 been identified as trade secrets reflect
14 your confidential information?

15 A. Yes.

16 MR. KAPLAN: Objection, leading.

17 BY MR. HERBERT:

18 Q. Do those documents reflect your
19 unique knowledge and experience in the
20 industry?

21 MR. KAPLAN: Objection, leading.

22 A. In totality, yes.

1 Q. How much experience do you have
2 in the aviation industry?

3 MR. KAPLAN: Objection, vague.

4 A. About 50 years or so.

5 Q. And did you call upon that
6 experience when providing input for each of
7 these documents?

8 MR. KAPLAN: Objection, leading.

9 Objection, vague.

10 A. Yes, I have.

11 Q. And so is that experience in the
12 aviation industry reflected in these
13 documents that have been identified as your
14 trade secret?

15 MR. KAPLAN: Objection, leading.

16 Objection, vague. Objection, assumes
17 facts not in evidence, and other
18 objections, like Kirby.

19 MR. HERBERT: I didn't think you
20 would do the speaking objections.

21 MR. KAPLAN: Well, what is good
22 for the goose is good for the gander at

1 this point.

2 A. And then some.

3 Yes.

4 Q. Did you take steps to keep these
5 documents confidential?

6 A. Yes.

7 MR. KAPLAN: Objection, vague.

8 Which trade secrets?

9 MR. HERBERT: We're talking about
10 all of them.

11 MR. BEHRE: What's good for the
12 goose.

13 BY MR. HERBERT:

14 Q. Were some of them stored in your
15 computers?

16 MR. KAPLAN: Objection, leading.

17 And objection, vague as to which
18 computer.

19 A. Yes.

20 Q. And were your computers
21 password-protected?

22 A. Yes.

1 MR. KAPLAN: Objection, leading.

2 Sir, give me a chance to make my
3 objections, okay?

4 THE WITNESS: Most certainly,
5 sir.

6 MR. KAPLAN: It's more for her
7 than me.

8 THE WITNESS: Most certainly.

9 MR. KAPLAN: I appreciate that.

10 BY MR. HERBERT:

11 Q. For some of the trade secrets
12 that you looked at today, you sent them --
13 you or someone else sent them to third
14 parties over email, correct?

15 MR. KAPLAN: Objection, vague.

16 A. Yes.

17 MR. KAPLAN: And leading.

18 A. Yes.

19 Q. Were your emails
20 password-protected?

21 THE WITNESS: No objection?

22 MR. KAPLAN: Not this one.

1 A. Yes.

2 Q. When you sent documents over
3 email -- when you sent confidential
4 documents over email to third parties, did
5 you believe those third parties would treat
6 them as confidential?

7 MR. KAPLAN: Objection, leading.

8 A. By "you," me or my staff and my
9 companies? Could you --

10 Q. I'm talking about you, if you
11 sent them over email.

12 A. Would you repeat the question
13 again?

14 Q. If you sent -- when you sent
15 documents to -- confidential documents to
16 third parties over emails, did you believe
17 that those third parties would treat them
18 as confidential?

19 A. Yes.

20 MR. KAPLAN: Objection.

21 BY MR. HERBERT:

22 Q. When you sent documents to third

1 parties over email, confidential documents
2 to third parties over email, were you ever
3 worried that those third parties would
4 distribute the documents to the public?

5 MR. KAPLAN: Object to form.

6 A. I did not have any concern till
7 this hacking my email started. I didn't
8 have a concern before.

9 Q. Other than RAK, R-A-K, do you
10 have any reason to believe that any of the
11 other people that you sent documents to
12 that you have seen today passed them along
13 to anyone who is not supposed to have them?

14 MR. KAPLAN: Object to form.

15 A. Except RAK and the current
16 coconspirators, nobody else ever took
17 advantage of the stolen documents. They
18 used it, only RAK and its coconspirators.

19 Q. Did you authorize RAK to provide
20 any documents to Mr. Del Rosso?

21 A. No.

22 Q. Did you ever authorize

1 Mr. Del Rosso to read any of your
2 documents?

3 A. No.

4 Q. Did you authorize Mr. Del Rosso
5 to post any of your documents online?

6 A. No.

7 MR. KAPLAN: Objection.

8 BY MR. HERBERT:

9 Q. The industries you worked in, is
10 it fair to say that they're inherently
11 confidential?

12 MR. KAPLAN: Objection to form.

13 A. Not only confidential, but it's
14 based on trust. People trust each other.

15 Q. Within the industry, was it
16 understood that documents exchanged would
17 be kept confidential?

18 MR. KAPLAN: Object to form.

19 A. Yes.

20 Q. Ray Adams worked for you,
21 correct?

22 MR. KAPLAN: Objection.

1 A. Correct.

2 Q. And so when Ray Adams was
3 preparing documents for your companies, was
4 he doing that at your direction?

5 MR. KAPLAN: Objection to form.

6 A. Yes.

7 Q. And did Mr. Adams typically
8 prepare those documents with your input?

9 MR. KAPLAN: Objection, vague,
10 ambiguous, leading.

11 A. With my input and in many
12 revisions, he revised them, sent them back,
13 I give him my input over and over. And
14 many times, it was revised until such time
15 the form -- he was producing a form that
16 was acceptable to me.

17 Q. So you're saying it's an
18 iterative process --

19 MR. KAPLAN: Objection.

20 A. Right.

21 Q. -- between you and Mr. Adams?

22 A. Yes.

1 MR. KAPLAN: Objection.

2 A. As you have seen, many of the
3 revisions, they have four or five revisions
4 at the time.

5 Q. Right. Right.

6 You said multiple times today
7 that your businesses were harmed and you
8 were harmed when your data was published on
9 the Internet; is that correct?

10 A. Correct.

11 Q. And that happened in 2018,
12 correct?

13 MR. KAPLAN: Objection.

14 A. Earlier than that started.

15 Q. So there were websites that were
16 created in 2016, correct?

17 A. Yes.

18 MR. KAPLAN: Objection, leading.

19 Are you going to lead the entire
20 time?

21 MR. HERBERT: Maybe.

22 MR. KAPLAN: Okay.

1 BY MR. HERBERT:

2 Q. Do you recall those websites?

3 MR. KAPLAN: Objection.

4 A. Some of them, yes.

5 Q. And did any of those websites
6 have links to the dark web?

7 MR. KAPLAN: Objection, vague and
8 ambiguous.

9 Q. Any of the websites that you saw
10 have links to the dark web?

11 MR. KAPLAN: Objection, vague and
12 ambiguous.

13 A. I'm not that technically
14 inclined, I mean, up to date. I was born
15 before computer. So some of them did, I'm
16 told.

17 MR. KAPLAN: I was born before
18 computers too.

19 THE WITNESS: No. But you don't
20 look like it.

21 How old are you?

22 MR. KAPLAN: I am in my 40s.

1 THE WITNESS: I have suits older
2 than that. I'm twice your age.

3 MR. KAPLAN: I should be so
4 lucky.

5 THE WITNESS: You live to be 110
6 years.

7 BY MR. HERBERT:

8 Q. Were you able to download your
9 documents from the links that were posted
10 on those websites in 2016?

11 A. No.

12 Q. Do you know if anybody on your
13 behalf was able to?

14 MR. KAPLAN: Objection.

15 A. Some staff but not the entire
16 team.

17 Q. Do you know if anybody at all,
18 not working on your behalf, was able to
19 access those documents?

20 MR. KAPLAN: Objection.

21 A. I do not know the answer.

22 Q. Was Dechert able to access your

1 documents?

2 MR. KAPLAN: Objection.

3 A. Obviously there wasn't -- there
4 -- what do you call it? What do you call
5 the damned thing, storage, server -- what
6 do you call it, the one that you store all
7 the emails there?

8 Q. Server?

9 A. The servers, yeah.

10 Q. The documents were on Dechert's
11 servers?

12 MR. KAPLAN: Objection.

13 A. Yes.

14 Q. Were you or anyone acting on your
15 behalf able to access the documents prior
16 to 2018?

17 MR. KAPLAN: Objection.

18 A. Dechert basically and its cronies
19 did that. Dechert and its cronies, its
20 agents, the conspirators, they are the
21 ones. Dechert was the ringleader of this
22 whole conspiracy.

1 Q. So Dechert wasn't acting on your
2 behalf, right?

3 A. I'm sorry?

4 Q. Dechert was not acting on your
5 behalf?

6 A. For God's sake, no.

7 Q. Was anyone acting on your behalf
8 able to access the documents prior to 2018?

9 MR. KAPLAN: Object to form.

10 BY MR. HERBERT:

11 Q. To your knowledge?

12 MR. KAPLAN: Objection.

13 A. Not that I know.

14 Q. So if I understand the testimony
15 correctly, Dechert weaponized your
16 documents in 2016, but they were not
17 publicly available to you until 2018?

18 MR. KAPLAN: Objection.

19 A. They weaponized it in the most
20 harmful way. Dechert weaponized it.

21 Q. Were you harmed after 2018?

22 A. I'm still harmed. I'm still

1 being harmed.

2 Q. Did you have contracts that were
3 cancelled after 2018?

4 MR. KAPLAN: Objection.

5 A. I didn't have much business after
6 2018 because I had no bank or no
7 facilities. And basically they had done
8 all the damage and it was continued
9 damages.

10 Q. And is that because of the
11 publication of your documents?

12 MR. KAPLAN: Objection.

13 A. Not only the publication of the
14 documents, but the lack of confidentiality.

15 Q. Did bank accounts -- banks close
16 your accounts after 2018?

17 MR. KAPLAN: Objection.

18 A. I don't know exact dates, but the
19 various times, they closed my accounts.

20 Q. And was that because of the
21 publication of your documents?

22 MR. KAPLAN: Objection.

1 A. Yes.

2 Q. I think you said previously that
3 you were not in the airline operations
4 business in 2018 --

5 A. Yes.

6 Q. -- is that correct?

7 MR. KAPLAN: Objection.

8 BY MR. HERBERT:

9 Q. What did you mean by that?

10 A. I said I am not -- what I meant
11 to say and I'm saying is I am not operating
12 an airline. I'm not an airline operator at
13 this time. But that doesn't mean that I'm
14 not in the aviation business.

15 Q. Were you still in the aviation
16 business in 2018?

17 A. Yes.

18 MR. KAPLAN: Objection.

19 BY MR. HERBERT:

20 Q. Are you --

21 A. There are a lot of people in the
22 aviation business, but they are not airline

1 operators.

2 Q. You were asked how Mr. Del Rosso
3 used your trade secrets.

4 Do you remember that?

5 MR. KAPLAN: Objection.

6 A. A lot of questions was asked.

7 Q. Are you aware of a company called
8 NTI, Northern Technologies Inc.?

9 A. I've heard the name.

10 Q. Who did they work for?

11 MR. KAPLAN: Objection.

12 A. I believed they worked for the --
13 either Del Rosso or Dechert.

14 Q. Are you aware that they prepared
15 reports using your data?

16 MR. KAPLAN: Objection.

17 A. Yes.

18 Q. And are you aware that they
19 disclosed your data to the FBI?

20 A. Yes.

21 MR. KAPLAN: Objection.

22 A. Not really the FBI. Every agency

1 that is government, and they shopped it all
2 over, everywhere.

3 Q. So they used your data to try to
4 instigate an investigation?

5 A. Yes, they did.

6 MR. KAPLAN: Objection.

7 A. And they were successful.

8 Q. And the data that they provided
9 to the FBI and others, that included your
10 trade secrets?

11 MR. KAPLAN: Objection.

12 A. Entirely. And they waste the
13 taxpayers' money going all the over the
14 world, all over the United States to find
15 something and it wasn't there. I have
16 always conducted myself in accordance with
17 law.

18 Q. You also asked about proof that
19 Vital acquired your trade secrets.

20 Do you recall that?

21 A. You mean they bought it from me?

22 What do you mean by "acquired"?

1 Q. Acquired.

2 A. Against my will?

3 Q. In any way.

4 A. Any way acquired? Just speak to
5 me in English.

6 You mean they stole it?

7 Q. Did they steal it?

8 A. Obviously I didn't give it to
9 them.

10 Q. Have you seen copies of your
11 trade secrets that were produced by
12 defendants in this case?

13 MR. KAPLAN: Objection.

14 A. Yes.

15 Q. Copies that had Bates numbers
16 that started DEFS?

17 A. Correct.

18 Q. So do you understand that
19 defendants had copies --

20 A. In their possession a long time,
21 yes.

22 Q. Are you aware that defendants

1 have admitted to paying CyberRoot more than
2 a million dollars?

3 MR. KAPLAN: Objection.

4 A. I've read it in the papers, yes.

5 Q. I think you said that it's your
6 belief that CyberRoot is a hack-for-higher
7 company?

8 A. Correct.

9 MR. KAPLAN: Objection.

10 BY MR. HERBERT:

11 Q. Are you aware that Meta, the
12 company formerly known as Facebook, has
13 found CyberRoot to be a hack-for-hire
14 company?

15 MR. KAPLAN: Objection.

16 A. I've heard it, yeah.

17 Q. Are you aware that Mr. Del Rosso
18 was accused of hacking prior to this case?

19 A. Yes, I've heard that.

20 Q. And Dechert knew of that when
21 they hired him, correct?

22 MR. KAPLAN: Objection. How

1 could he know what Dechert knew?

2 A. I've heard of that, but I --

3 MR. KAPLAN: I learned from you,

4 Dad.

5 MR. BEHRE: Read in today's

6 filing.

7 BY MR. HERBERT:

8 Q. Can you look at Exhibit 2 that's

9 sitting in front of you? I put them in

10 this stack here (indicating).

11 A. Um-hmm.

12

13

14

15

16

17

18

19

20

21

22

1

[REDACTED]

2

MR. KAPLAN: Objection.

3

[REDACTED]

4

5

6

7

8

(Document review.)

9

[REDACTED]

10

11

12

MR. KAPLAN: Objection.

13

[REDACTED]

14

15

16

17

MR. KAPLAN: Objection.

18

[REDACTED]

19

20

21

MR. KAPLAN: Objection.

22

[REDACTED]

1

2

3

4

5 Q. Can you look at number

6 Exhibit 10? It's this one (indicating).

7 A. 10? All right.

8

9

10

11

12

13

14

15

16

17 MR. Kaplan: Objection

18

19

20 MR. KAPLAN: Public information,

21 he said.

22

1

2

MR. KAPLAN: Objection.

3

4

5

6

7

8

MR. KAPLAN: Objection.

9

10

11

12

13

14

Q. Okay. Can you look at Exhibit

15

14, please?

16

MR. KAPLAN: 14?

17

MR. HERBERT: 14.

18

(Document review.)

19

BY MR. HERBERT:

20

21

22

1

2

3

4

5

6

7

8

MR. KAPLAN: Objection.

9

10

11

12

MR. KAPLAN: Objection.

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

MR. KAPLAN: Objection.

7

8

9

10

MR. KAPLAN: Objection.

11

12

13

14

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

MR. KAPLAN: Objection.

10

11

12

MR. KAPLAN: Objection.

13

14

15

16

17

MR. KAPLAN: Objection.

18

19

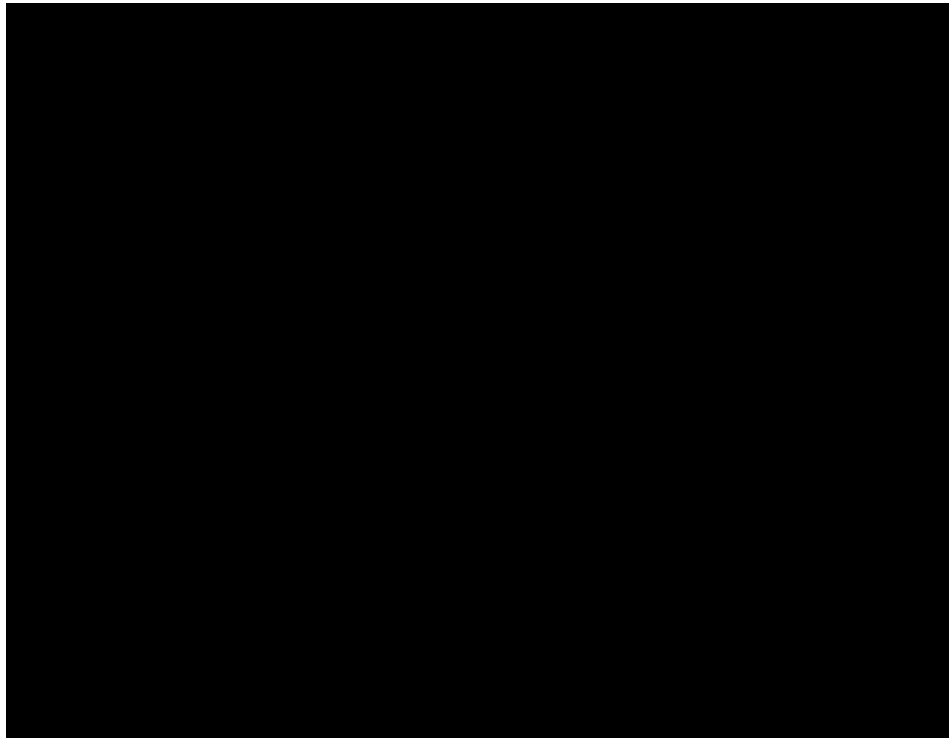
20

21

22

(Reporter clarification.)

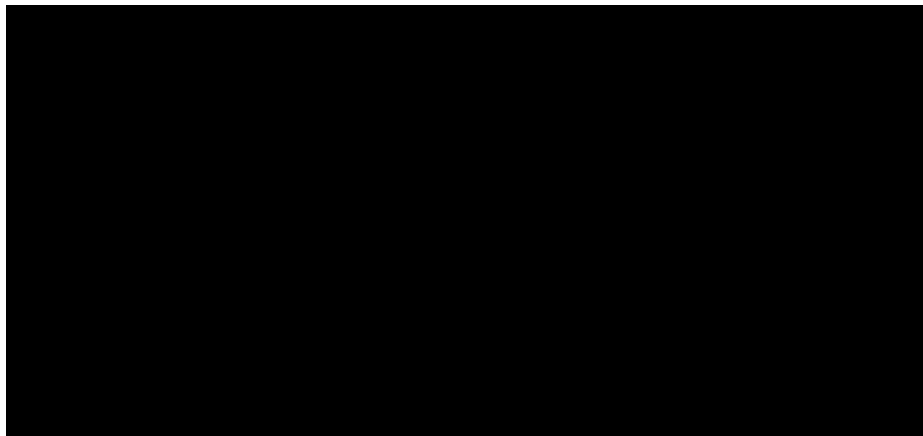
1
2
3
4
5
6
7
8
9
10



11 MR. KAPLAN: Objection.

12 BY MR. HERBERT:

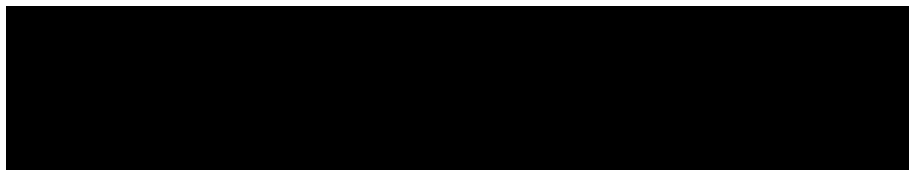
13
14
15
16
17
18



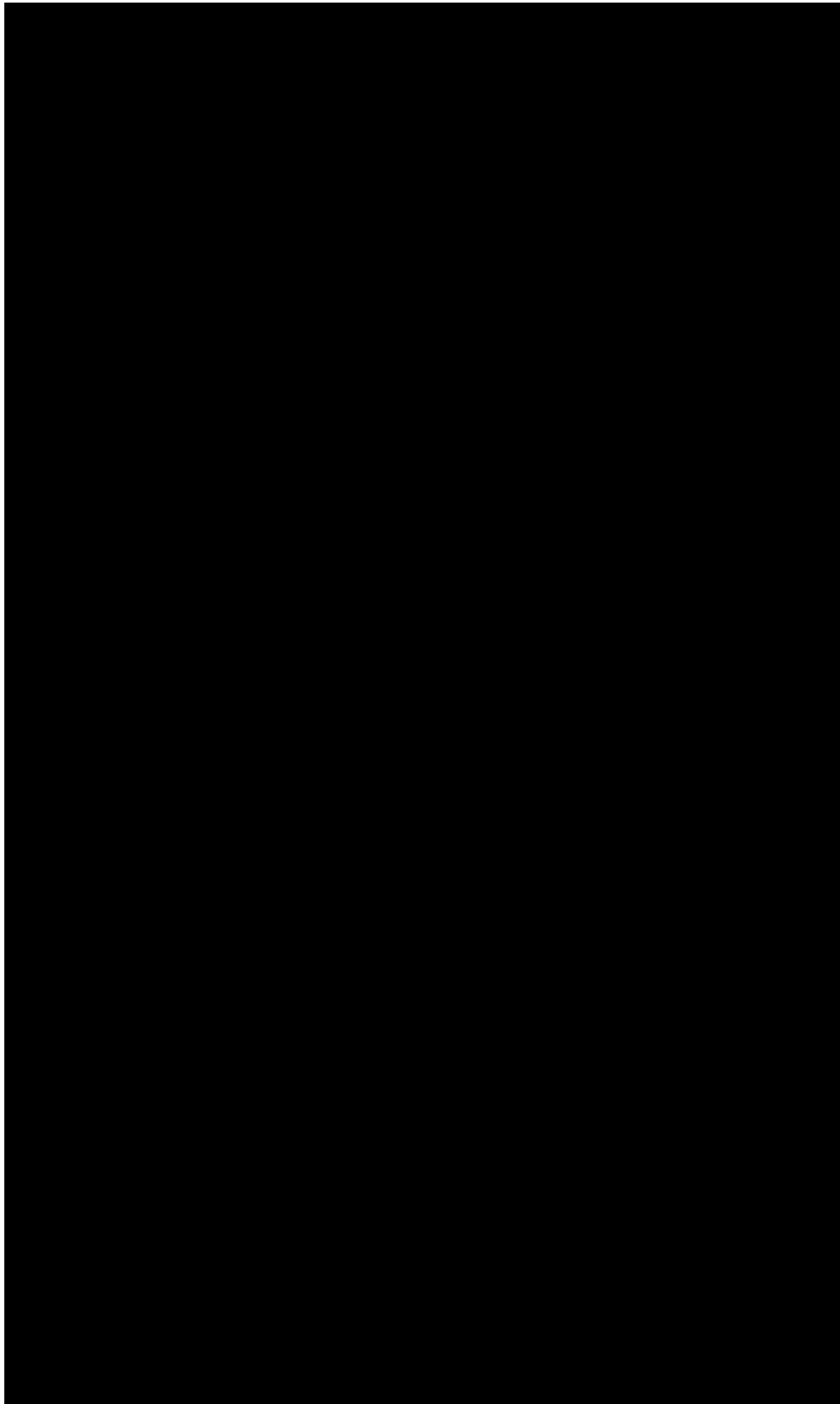
19 MR. KAPLAN: Objection.

20 BY MR. HERBERT:

21
22



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22



1

2

3

4

5

6

7

MR. KAPLAN: Objection.

8

BY MR. HERBERT:

9

10

11

12

13

14

15

16

17

MR. KAPLAN: Objection.

18

19

20

21

22

1 MR. KAPLAN: Objection.

2

3

4

5

6

7 MR. KAPLAN: Objection.

8

9

10 Q. Do you have Exhibit 11?

11 A. You know, past the time, I charge
12 overtime.

13 Q. What do you have on your left?

14 Do you have 11? 36?

15 A. No, I don't have it.

16 What are you looking for? Maybe

17 I ate it.

18 Q. I'm showing you Exhibit 35.

19

20

21

22

1

2

3

4

5

6

7

8

9

10

11

12 MR. KAPLAN: Objection.

13 BY MR. HERBERT:

14

15

16

17 MR. KAPLAN: Objection.

18 BY MR. HERBERT:

19

20

21

22

1 MR. KAPLAN: Objection.

2 BY MR. HERBERT:

3

4

5

6

7

8

9

10 MR. KAPLAN: Objection.

11

12 MR. HERBERT: That's all I have.

13 THE VIDEOGRAPHER: Off the
14 record, at 7:07.

15 (Recess is taken.)

16 THE VIDEOGRAPHER: Back on the
17 record at 7:20.

18 FURTHER EXAMINATION

19 BY MR. KAPLAN:

20 Q. Mr. Azima, when your complaint in
21 this lawsuit was filed in October of 2020,
22 did you have an understanding of the

1 meaning of the word "trade secrets" as used
2 in that complaint?

3 A. The lawsuit was filed for the
4 hacking.

5 Q. Okay.

6 A. The one that we filed.

7 Q. The one that we are here for
8 today, did you understand what the term
9 "trade secrets" meant at the time that that
10 was filed in --

11 A. So --

12 Q. I'm not done.

13 A. Sorry.

14 Q. -- the time that you filed your
15 complaint and made reference to trade
16 secrets having been misappropriated by my
17 clients, yes or no?

18 A. Did I understand that my trade
19 secret was stolen?

20 Q. No, what the word "trade secret"
21 means.

22 A. Of course I did.

1 Q. Okay. And when you signed your
2 Answers to Interrogatories in this case,
3 under penalty of perjury, the third
4 supplement that we marked as Exhibit 40
5 today, did you understand what the term
6 "trade secret" means as used in that
7 document?

8 A. Trade secret for me is --

9 Q. Yes or no?

10 MR. HERBERT: Objection. Let him
11 answer.

12 MR. KAPLAN: It's not a response.

13 BY MR. KAPLAN:

14 Q. Just yes or no, when you signed
15 that document, did you understand what the
16 term "trade secret" meant as used in
17 Exhibit 40?

18 A. I cannot be forced to answer
19 something without giving explanation.

20 The trade secret in my vocabulary
21 may be different than what the legal
22 definition trade secret is under -- my

1 understanding was yes. But if you think
2 there is a different meaning, I am not
3 aware of it.

4 Q. Okay. As you and I were
5 discussing trade secrets today, did you
6 understand what I meant by the term "trade
7 secret" at this deposition?

8 A. No.

9 Q. No?

10 A. At the time you were talking one
11 way, then another document, you're talking
12 another way.

13 Q. When I have asked you about your
14 positions about your trade secrets --

15 A. My trade secrets are the
16 proprietary information that we accumulated
17 over decades and I have applied to various
18 businesses.

19 Q. Okay. I just want to know
20 whether you understood the questions I was
21 asking you today regarding your trade
22 secrets.

1 A. And my answer is the same. My
2 trade secrets is an accumulation of decades
3 of being in business and I have applied
4 that to various businesses that I have.

5 Q. So in today's deposition when I
6 used the term "trade secrets," you
7 responded consistent with what your
8 understanding of the word "trade secret"
9 means?

10 A. I've said yes.

11 Q. Okay. Now you were asked
12 multiple questions by Mr. Herbert with
13 certain specific trade secrets that you've
14 identified and also generally whether you
15 believe that when you sent that information
16 to third parties, the quote was, "Did you
17 believe that those third parties would
18 treat them as confidential?"

19 Do you remember the questions
20 Mr. Herbert asked you?

21 A. Yes.

22 MR. HERBERT: Objection,

1 compound.

2 A. When Mr. Herbert asked the
3 documents that he referred to, to the
4 people that I sent, I trusted them and I
5 did not have a question in mind. I did not
6 question that they would go and
7 misappropriate those.

8 Q. Okay. So is it safe to say,
9 then, that you did not take any specific
10 steps to maintain the secrecy of your trade
11 secrets as a result of that trust?

12 MR. HERBERT: Objection,
13 argumentative, mischaracterizes the
14 testimony.

15 A. That question is -- the documents
16 that I sent often had a confidentiality
17 statement on it.

18 Q. Okay. But aside from that, what
19 I'm hearing, and tell me if I'm not right
20 because I know I'm not wrong, what I'm
21 hearing is that when -- in response to
22 Mr. Herbert's question where he asked you,

1 you know, whether you believed that the
2 third parties to whom your trade secrets
3 were sent would treat them as confidential,
4 you trusted them?

5 A. Yes.

6 Q. Right?

7 So if you didn't trust these
8 people, would you have taken other steps to
9 maintain the secrecy of your trade secrets?

10 MR. BEHRE: Objection,

11 speculation.

12 A. I probably wouldn't send it to
13 them. I don't know the answer.

14 Q. Okay.

15 A. If I wouldn't trust somebody, I
16 don't know whether I would want to do
17 business with them.

18 Q. That's fair.

19 Okay. But because you trusted
20 them, you didn't feel that you needed --

21 A. That is correct.

22 Q. -- to do anything else to

1 maintain the secrecy of your trade secrets,
2 correct?

3 A. That's correct, sir.

4 Q. Okay. You testified when -- in
5 response to Mr. Hubert's -- one of
6 Mr. Herbert's questions, that Ray Adams
7 created documents for your companies?

8 A. Yes.

9 Q. Does that include any of the 38
10 trade secrets that you have identified as
11 being misappropriated by my clients?

12 A. I need to go to all 38 of them to
13 look at them one by one.

14 Q. Let me ask you this: To the
15 extent that Mr. Adams did create those
16 documents, they would have been created for
17 the specific companies, correct?

18 A. Correct.

19 Q. Okay. Mr. Herbert asked you
20 about the sites on which your trade secrets
21 were published. And he asked you whether
22 anyone, either yourself or anyone acting on

1 your behalf, was able to access your
2 information on those websites in 2016. And
3 I believe your answer was some sites but
4 not the entirety or some trade secrets but
5 not the entirety.

6 Am I remember that correctly?

7 A. I didn't use the word "trade
8 secrets." I said that my emails, the one
9 on the Torrents, BitTorrents, and all the
10 other dark webs that were put, some were
11 accessible and some not.

12 Q. Okay. Well, the emails that were
13 accessible, did any of those contain any of
14 the 38 trade secrets on which you are suing
15 my clients?

16 A. I do not know.

17 Q. So you don't know what was or
18 what wasn't available --

19 A. I don't know.

20 Q. -- in 2016?

21 A. I do not know who accessed what.

22 Q. Okay. But my question is whether

1 you know what was or was not available in
2 2016 as compared to --

3 A. I did not have access nor I was
4 able to download the dark web, so I don't
5 know whether it was there.

6 Q. Are you aware whether any of your
7 trade secrets were downloaded and available
8 in 2016?

9 A. I did not download, nor I was
10 able to download those dark webs, so I
11 wouldn't know that.

12 Q. Okay. Well, were you or anyone
13 acting on your behalf able to access the
14 documents containing your trade secrets
15 prior to 2018 from any of the particular
16 websites on which you have allegedly were
17 published?

18 A. Except Dechert and all the bad
19 actors, I don't think so.

20 Q. But you don't know?

21 A. The answer is yes.

22 Q. Okay. You testified that, quote,

1 "Dechert weaponized my documents in 2016,"
2 end quote, but also that they were, quote,
3 "not available," end quote, to you until
4 2018, correct?

5 A. Correct.

6 Q. Okay. How did Dechert weaponize
7 your documents in 2016?

8 A. Obviously they were mastermind of
9 hacking, so they had access to it. And
10 they used that by going to various
11 government agencies to launch an
12 investigation. They send that to the
13 banks. They send it to press. And they
14 put the data and they start sending it to
15 news, to the press and the media trying to
16 get them interested to write derogatory
17 articles about me. And they used those --
18 whatever they had, they shopped around to
19 various news media, including "Wall Street
20 Journal" which caused Jay Solomon to be
21 fired.

22 Q. Does that include any of the 38

1 trade secrets that you have identified?

2 MR. HERBERT: Objection, vague as
3 to "that."

4 A. Included all my data. I don't
5 particularly know which ones.

6 Q. Okay. So it's your position that
7 in 2016, when you say that Dechert
8 weaponized your data, they shopped all of
9 your data around?

10 A. I don't know what they shopped
11 because I was not in the shopping list.

12 Q. Okay. You were asked whether you
13 had any contracts cancelled after 2018 and
14 the answer was no, correct?

15 MR. HERBERT: Objection,
16 mischaracterizes the testimony.

17 BY MR. KAPLAN:

18 Q. Did I mischaracterize your
19 testimony, sir?

20 A. Did I have any contracts
21 cancelled?

22 Q. Yeah.

1 A. As a result of what?

2 Q. Just any contracts cancelled
3 after 2018.

4 MR. HERBERT: Are you asking him
5 what his testimony was or are you
6 asking the question?

7 BY MR. KAPLAN:

8 Q. I'm asking do you remember saying
9 that you did not have any contracts
10 cancelled after 2018?

11 MR. HERBERT: You want to show
12 him the transcript?

13 MR. KAPLAN: No, it's okay.

14 A. I don't remember.

15 Q. Let me ask it a different way.

16 Did you have any -- did Farhad
17 Azima have any contracts cancelled in 2016?

18 A. I can't -- I don't remember.

19 Q. Did Farhad Azima have any
20 contracts cancelled in 2017?

21 A. If there is a contract that is
22 cancelled, show me and I can tell you

1 because I don't --

2 Q. I don't know, that's why I'm
3 asking.

4 A. I don't know the answer.

5 Q. Are you aware of any contracts
6 that either you had or any of your
7 companies had that were cancelled
8 specifically because of the publication of
9 any of the 38 trade secrets identified in
10 response to Interrogatory No. 5? 3, sorry.

11 A. Sir, the cancellation of a
12 contract is not an issue. What happens
13 after that, I did not get any more
14 business. Nobody did business with me
15 because of lack of confidentiality and all
16 my business was on the public information.
17 So I didn't get a business. There was not
18 a question of cancellation.

19 Q. Can you identify a specific
20 opportunity that you didn't get as a result
21 of the publication of your data that you
22 just referenced?

1 MR. HERBERT: Objection. You
2 just said that he said the opposite
3 before. Why are you badgering?

4 BY MR. KAPLAN:

5 Q. Can you identify a specific
6 identity -- sorry. Can you identify a
7 specific opportunity that you did not get
8 as a result of the publication of your
9 data?

10 MR. HERBERT: Same objection and
11 objection, vague.

12 A. What year?

13 Q. Any year.

14 A. Well, there's, you know, that
15 goes up 50 years.

16 Q. No, no, no.

17 A specific opportunity that you
18 did not get which you had but you didn't
19 get it because of the publication of your
20 data, can you identify one?

21 MR. HERBERT: Objection,
22 argumentative.

1 A. JFJ contract was cancelled.

2 Q. With who?

3 A. With U.S. Navy.

4 Q. Okay.

5 A. It was a joint venture with us.

6 We had a contract with U.S. Navy. That was
7 cancelled.

8 Q. Any other one that you can
9 identify?

10 A. I don't remember all the details.

11 Q. Okay.

12 A. But we just didn't get any new
13 business.

14 Q. Okay. Now by 2018, you were
15 already out of the airline business, but
16 you remained --

17 MR. HERBERT: Objection.

18 A. Airline operations business.

19 Q. Airline operations business, but
20 you remained in the aviation business?

21 A. Right.

22 Q. Okay. What were you specifically

1 doing in the aviation business in 2017 and
2 '18?

3 A. I can't remember exactly. I was
4 involved too much -- like most of my time
5 was taken by litigation.

6 Q. You entered into a settlement
7 agreement with RAK, Dechert and Jamie
8 Buchanan, correct?

9 MR. HERBERT: Objection. Outside
10 the scope of the redirect.

11 You don't need to answer that.

12 MR. KAPLAN: That's fair.

13 BY MR. KAPLAN:

14 Q. When you were asked --
15 Mr. Herbert asked you about Exhibit 10, and
16 you testified that the information which
17 constitutes Exhibit 10 was obtained from
18 airline companies.

19 Do you recall that?

20 A. Let me see that, please, before I
21 can answer that.

22 Q. You should have it in front of

1 you, number 10.

2 MR. HERBERT: I believe this is
3 my copy.

4 (Handing.)

5 A. This is publicly available
6 information, yes.

7 Q. Okay. Who obtained the publicly
8 available information?

9 A. The people that I have hired to
10 put this together.

11 Q. You don't know who that is?

12 A. One is that -- Alan Baird is one
13 of them. And there were other people. I
14 can't remember all the people involved.

15 Q. And you used that information to
16 reach conclusions after the fact, correct?

17 A. I'm not following you.

18 Q. You used the publicly available
19 information that was compiled to be --

20 A. To be able to deliver the basis
21 for us to drive the information that we
22 needed for our purpose.

1 Q. Understood.

2 Now you testified that -- well,
3 not testified, but you have alleged that in
4 May and June of 2018, the blog sites
5 containing your information were modified?

6 MR. HERBERT: Objection. What
7 are you referencing?

8 MR. KAPLAN: His complaint.

9 BY MR. KAPLAN:

10 Q. Do you understand -- your trade
11 secrets were on the dark web in 2016,
12 right?

13 A. I'm told, yes.

14 Q. Okay. But your position is that
15 they weren't publicly available until
16 later, right?

17 A. I don't know the answer. How do
18 I know how to answer to that?

19 Q. I don't know. You tell me.

20 A. Well, I don't know if I know how
21 to answer that.

22 Q. Okay. Were your trade secrets

1 publicly available in 2016?

2 A. They were on dark web. I don't
3 know who could access it and who couldn't.
4 I couldn't certainly.

5 Q. Okay. Were they publically
6 available in 2017?

7 A. I do not -- the same answer. I
8 don't know.

9 Q. Do you have any idea how the blog
10 sites referenced in your complaint were
11 modified in May of 2018?

12 A. I'm not an IT person. I don't.

13 Q. Who would that be? Chris
14 Tarbell? **

15 A. People that we have hired.

16 Q. Okay. Who did you hire?

17 A. I did not hire. My legal team
18 hired.

19 Q. Now you also alleged that in June
20 of 2019, the links on the blog sites
21 containing your trade secrets were again
22 modified, the new links?

1 A. As I said, my legal team hired
2 people. I'm not very much aware of IT.

3 Q. So you don't know how it was
4 modified?

5 A. No.

6 Q. Now do you remember Mr. Herbert
7 asking you about the Meta report which
8 claimed CyberRoot to be hackers?

9 A. He mentioned that.

10 Q. How were you made aware of that
11 report?

12 A. He just told me that.

13 Q. No, initially when you first saw
14 the report, how were you made aware of its
15 existence?

16 A. From my lawyers.

17 MR. HERBERT: Objection also. I
18 think it mischaracterizes his
19 testimony.

20 BY MR. KAPLAN:

21 Q. Were you aware of the existence
22 of the report prior to Mr. Herbert asking

1 you about it today?

2 A. You know, there is so much data,
3 it's hard to ** which one was, which one
4 was never.

5 Q. Did your lawyers tell you about
6 the existence of a Meta report claiming
7 that CyberRoot are hackers?

8 A. Yes.

9 Q. Do you know whether your
10 attorneys provided information regarding
11 CyberRoot to Meta?

12 MR. HERBERT: Objection.
13 Privileged.

14 A. I do not know.

15 MR. HERBERT: Objection.
16 Don't -- okay.

17 Q. As we sit here today, can you
18 quantify your economic losses as a result
19 of the disclosure of the 38 trade secrets
20 that you allege my client stole from you?

21 MR. HERBERT: Objection. It's
22 outside the scope of the redirect.

1 You don't have to answer.

2 MR. ROSENTHAL: He went into
3 that.

4 MR. KAPLAN: You absolutely did
5 about how he was harmed. Okay? This
6 is part of how he was harmed.

7 BY MR. KAPLAN:

8 Q. So Mr. Azima, can you quantify
9 your economic losses as a result of the
10 alleged misappropriation by my clients of
11 your trade secrets?

12 THE WITNESS: Answer, yes or no?
13 Do I answer that or not?

14 MR. HERBERT: You can answer
15 that.

16 A. If you look at my income after
17 2016, it dropped drastically.

18 Q. Okay. And it's your contention
19 it specifically dropped as a result of the
20 publication of your 38 alleged trade
21 secrets?

22 A. Including.

1 Q. Okay. What other reasons?

2 A. I mean, there was all -- my life
3 was public information. Nobody wanted to
4 do business with me.

5 Q. Okay. How were you deriving
6 revenue prior to 2018 that you were
7 prohibited from deriving revenue after?

8 A. I had no banks. I was unable to
9 do business.

10 Q. So the banks don't provide you
11 with revenue.

12 A. Of course they provided me
13 capital that I can do business with.

14 Q. How much income did you make in
15 2015?

16 A. I don't remember --

17 MR. BEHRE: Objection, relevance.

18 Q. How about in 2016?

19 MR. HERBERT: Same objection.

20 A. Considerably less.

21 Q. In 2016?

22 A. Less than '15.

1 Q. Okay. And what about -- what was
2 your income in 2017?

3 A. I don't remember my income.

4 Q. Was it higher or lower than 2016?

5 A. I don't remember that. My tax
6 accountants know that.

7 Q. Okay. And what about in 2018?

8 A. The same answer. I don't.

9 Q. What deals were you not able to
10 close on because you couldn't get financing
11 in 2018 or after?

12 MR. HERBERT: Objection.

13 BY MR. KAPLAN:

14 Q. Can you identify any?

15 MR. HERBERT: Objection. Asked
16 and answered.

17 A. After my entire life was public
18 and my banks closed my account, there was
19 no reason for me to -- because I was told
20 don't ask business because they are not
21 giving it to you.

22 Q. Okay. So you voluntarily

1 stopped --

2 MR. HERBERT: Objection.

3 (Simultaneous speaking.)

4 BY MR. KAPLAN:

5 Q. Did you voluntarily cease looking
6 for financing for deals beginning in 2018?

7 A. It was force majeure that I was
8 unable to do it.

9 Q. Okay. Is that a "yes," you
10 stopped?

11 A. No. I said it was a force
12 majeure. I was forced not to be able to do
13 business for lack of financing.

14 Q. Okay. From whom did you seek
15 financing in 2018 that rejected you?

16 A. From my existing banks which I
17 have done business for years.

18 Q. Okay. So I assume you submitted
19 applications for loans?

20 A. My staff has done for me, yes.

21 Q. Probably, but you're not sure?

22 A. No, I'm positive.

1 Q. Which business that you owned
2 would have needed financing in 2018 and was
3 unable to obtain it?

4 A. Well, there was a project that I
5 was doing with real estate. The bank
6 committed. And after my information was
7 public and all those things, they declined
8 to do that. That was Great Western Bank.

9 Q. In 2016?

10 A. I don't know the exact date.

11 Q. Okay. Did they tell you why?

12 A. Yes.

13 Q. Okay. Who told you?

14 A. The senior vice president of the
15 bank in charge of the commercial loans.

16 Q. Okay. Was it in writing?

17 A. He came to my home and he told me
18 that.

19 Q. Do you know his name?

20 A. Yes.

21 Q. What is his name?

22 A. His name escapes me.

1 Q. Where was the project?

2 A. Real estate.

3 Q. Where?

4 A. Kansas City.

5 Q. What was the address of the
6 project?

7 MR. HERBERT: Make sure you take
8 your time, so I can get an objection
9 out, okay?

10 Objection, vague.

11 BY MR. KAPLAN:

12 Q. The project we are referring to,
13 where in Kansas City was it?

14 A. It was a number of projects, but
15 one of them was 3260 Main Street.

16 Q. How much money did you lose as a
17 result of not being able to purchase that
18 property?

19 MR. HERBERT: Objection, vague.
20 Objection.

21 THE WITNESS: May I answer it or
22 not?

1 MR. HERBERT: Sure.

2 A. All the soft costs were a
3 million, two or so.

4 Q. That you put in?

5 A. Yes.

6 Another one that I remember,
7 building --

8 MR. HERBERT: There is no
9 question pending.

10 MR. KAPLAN: I would like to know
11 what he's remembering.

12 BY MR. KAPLAN:

13 Q. What else do you remember?

14 MR. HERBERT: Objection, vague.

15 A. It was a ceramic factory.

16 Q. Salami?

17 A. No, ceramic --

18 Q. Ceramic. Okay.

19 A. -- factory.

20 Q. Where was that located?

21 A. Oklahoma -- the three of them,
22 Oklahoma, Tennessee and Missouri.

1 Q. Did you have all three of the
2 factories under contract?

3 A. I did not have it under contract.
4 We talked to the states and see what
5 economic consideration they give, how much
6 incentive, as to what that would be.

7 Q. Do you know who Christopher
8 Tarbell is?

9 MR. HERBERT: Sorry.

10 MR. KAPLAN: We have two minutes.

11 BY MR. KAPLAN:

12 Q. Do you know who Christopher
13 Tarbell is?

14 A. Christopher Tarbell is the IT
15 person, I believe.

16 Q. Okay. Do you know when he was
17 hired?

18 MR. HERBERT: Objection, outside
19 the scope. It's also privileged.

20 MR. KAPLAN: When he was hired?

21 BY MR. KAPLAN:

22 Q. Can you ballpark --

1 MR. HERBERT: It's outside the
2 scope.

3 BY MR. KAPLAN:

4 Q. Can you ballpark how much money
5 you made in 2015, just an estimate?

6 A. I dare don't.

7 Q. And you can't estimate 2016, but
8 you know it was substantially lower
9 starting then?

10 MR. HERBERT: He didn't answer.

11 BY MR. KAPLAN:

12 Q. Is that yes?

13 A. Which one?

14 Q. With Christopher Tarbell.

15 MR. HERBERT: Wait, no. That's
16 not the question.

17 BY MR. KAPLAN:

18 Q. You can't estimate -- you cannot
19 estimate what you made in 2016, but you
20 know that it was substantially lower than
21 2015 --

22 A. Correct.

1 Q. -- as a result of your hacking?

2 A. Correct.

3 Q. Okay. Now Exhibit 15, please
4 turn to it.

5 MR. KAPLAN: As your colleague
6 fumbles through the document.

7 MR. HERBERT: Is it in that
8 stack? I don't know where it is.

9 MR. KAPLAN: Can we go off for a
10 second to locate it. Thank you.

11 THE VIDEOGRAPHER: Off the record
12 at 7:46.

13 (Off the record.)

14 THE VIDEOGRAPHER: Back on the
15 record at 7:47.

16 BY MR. KAPLAN:

17

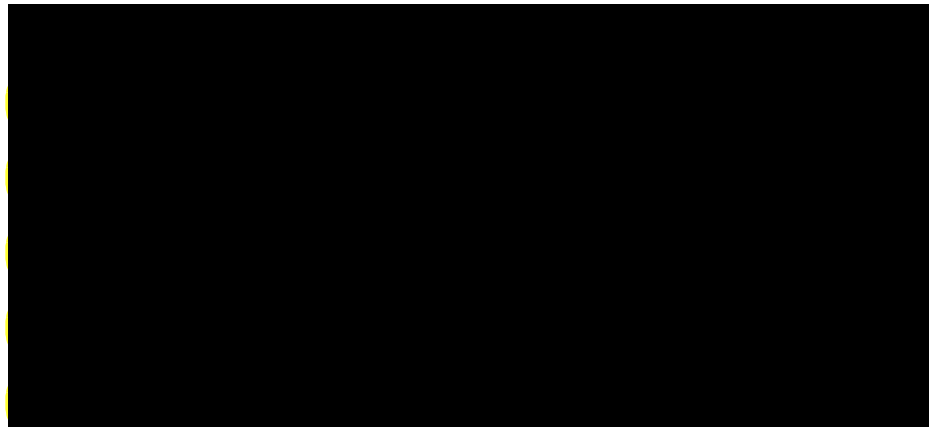
18

19

20

21

22



1

2

3

4

5

6

7

MR. HERBERT: Objection,

8

misstates the testimony, argumentative.

9

BY MR. KAPLAN:

10

11

12

MR. HERBERT: Objection,

13

argumentative.

14

BY MR. KAPLAN:

15

16

17

18

19

20

21

22

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

MR. KAPLAN: I just want to make
sure that the deposition remains open
because there are documents that we
have asked about and that he claims to
have had which should have been
produced but have not.

THE VIDEOGRAPHER: And we are off
the record at 7:48.

(Time noted: 7:48 p.m.)

1 C E R T I F I C A T E

2 STATE OF FLORIDA)

3 : ss.

4 COUNTY OF PALM BEACH)

5 I, ANNETTE ARLEQUIN, a Notary
6 Public within and for the State of
7 Florida and New York do hereby certify:

8 That FARHAD AZIMA, whose deposition
9 is hereinbefore set forth, was duly
10 sworn by me, and that the transcript of
11 such depositions is a true record of
12 the testimony given by such witness.

13 I further certify that I am not
14 related to any of the parties to this
15 action by blood or marriage; and that I
16 am in no way interested in the outcome
17 of this matter.

18 IN WITNESS WHEREOF, I have hereunto
19 set my hand this 23rd day of MAY 2024.

20 
21 _____

22 ANNETTE ARLEQUIN, CCR #30XI00145000

Page 497

1 Farhad Azima, c/o

MILLER CHEVALIER

2 900 16TH Street, NW

Washington, D.C. 20006

3

Case: Farhad Azima v. Nicholas Del Rosso et al.

4 Date of deposition: May 9, 2024

Deponent: Farhad Azima

5

6 Please be advised that the transcript in the above
referenced matter is now complete and ready for signature.

7 The deponent may come to this office to sign the transcript,

8 a copy may be purchased for the witness to review and sign,

9 or the deponent and/or counsel may waive the option of

10 signing. Please advise us of the option selected.

11 Please forward the errata sheet and the original signed

12 signature page to counsel noticing the deposition, noting the

13 applicable time period allowed for such by the governing

14 Rules of Procedure. If you have any questions, please do

15 not hesitate to call our office at (202)-232-0646.

16

17

18 Sincerely,

19 Digital Evidence Group

20 Copyright 2024 Digital Evidence Group

21 Copying is forbidden, including electronically, absent

22 express written consent.

1 Digital Evidence Group, L.L.C.
1730 M Street, NW, Suite 812
2 Washington, D.C. 20036
(202) 232-0646

3
4 SIGNATURE PAGE
Case: Farhad Azima v. Nicholas Del Rosso et al.
5 Witness Name: Farhad Azima
Deposition Date: May 21, 2024

6
I do hereby acknowledge that I have read
7 and examined the foregoing pages
of the transcript of my deposition and that:

8
9 (Check appropriate box):
() The same is a true, correct and
10 complete transcription of the answers given by
me to the questions therein recorded.
11 () Except for the changes noted in the
attached Errata Sheet, the same is a true,
12 correct and complete transcription of the
13 answers given by me to the questions therein
14 recorded.

15
16 _____
17 DATE WITNESS SIGNATURE
18
19
20
21 _____
22 DATE NOTARY

Page 499

1 Digital Evidence Group, LLC
2 1730 M Street, NW, Suite 812
3 Washington, D.C. 20036
4 (202) 232-0646

5

6 ERRATA SHEET

7

8 Case: Farhad Azima v. Nicholas Del Rosso et al.

9 Witness Name: Farhad Azima

10 Deposition Date: May 21, 2024

11 Page No. Line No. Change

12

13

14

15

16

17

18

19

20

21

22 Signature

Date

A				
a.m 2:2	438:16	344:3 345:12	actions 385:17	advantage
Abboud 242:13	accepted 391:10	acknowledge	386:2,7,22	355:20 436:17
339:21	access 32:4 76:2	498:6	387:15	adversary 411:17
ABC 268:19	76:14 77:8,13	acknowledged	actors 471:19	advise 18:9
abide 459:20	77:17 78:8,14	336:7	acts 390:17 391:2	497:10
461:15	79:2,4 81:2,4	ACMI 258:4,7	actual 127:19	advised 301:10
ability 214:20	82:20 84:13	344:12 345:3,6	171:3 201:3	497:6
263:2,22	88:1 131:22	345:18	325:13 422:22	Advisory 389:20
268:10 292:4	133:20 135:2,9	acquire 73:15	Adam 207:13	400:20
292:22 293:2	137:10 164:6	229:1 277:4	Adams 107:11	aerospace 146:4
able 146:14,15	164:18,22	326:4 376:20	143:7 144:18	157:16
194:1 203:1	165:4,5 418:7	acquired 27:11	163:5 192:5	AeroTech 46:9
212:13 221:6	423:10 424:13	27:14,16 28:19	193:3 195:5	46:11,19 47:1
242:7 262:19	425:18 441:19	73:20 118:4,4,9	210:8 255:9,12	47:17,18 48:6
326:3 349:8,8	441:22 442:15	131:11 137:15	256:18 257:22	49:7,21 50:5
349:11 353:13	443:8 470:1	138:14 181:4	261:6 267:16	74:9 75:17
418:22 441:8	471:3,13 472:9	182:17 184:4	267:22 269:5,6	76:13 101:22
441:13,18,22	481:3	189:16 227:10	270:16,20	117:18 118:3,7
442:15 443:8	accessed 470:21	227:13 236:7	272:17 274:20	121:14,21,22
470:1 471:4,10	accessible 470:11	347:4 361:19	301:21 309:2	192:7 194:14
471:13 479:20	470:13	374:9,17	312:17 318:8	194:16 203:21
486:9 487:12	accompanied	376:11,15	343:17 344:5	204:2,4,15
489:17	400:15	377:20 379:7	345:14 361:7	Aerotech's
absent 259:8	account 289:16	379:19 381:1	437:20 438:2,7	194:13
497:21	290:6,6 427:17	381:21 382:7	438:21 469:6	affairs 31:21
absolutely 13:5	486:18	383:4,4 447:19	469:15	346:11 458:21
246:18 341:13	accountable	447:22 448:1,4	Adams's 313:10	affect 10:4
406:17 461:22	144:5,6,12	acquiring 196:11	345:18	affidavits 403:8
484:4	accountants 46:6	acquisition	added 300:11,12	Afghan 34:14,18
Abu 318:21,21	486:6	181:21 288:16	adding 362:4	215:2 305:19
Abubaka 287:13	accounts 289:11	325:9 454:14	addition 80:3	306:10,12
Abuhamdeh	289:12,20	act 174:1 262:14	144:17 290:9	Afghanistan 35:9
51:17 52:14	290:7,8 444:15	263:2 328:14	additional 258:3	51:10 52:11
59:11,12,15	444:16,19	acted 320:3	address 232:3,6	58:17 64:10
104:5,13,15	accumulate	385:21 386:5	240:12 297:7,8	145:19 146:4
110:7 210:8	299:5	386:19	390:21 411:2,3	146:19 208:15
211:20 256:19	accumulated	acting 321:22	411:12 422:21	214:10 215:8
256:21 257:1,2	299:2 465:16	388:8 410:7	489:5	215:11 237:8
314:2 323:22	accumulating	426:19 427:6	addressed 215:22	241:7,7,11
326:11,12	299:9	427:18 428:20	365:20	265:18 281:4
350:12 357:1	accumulation	429:3,15	addresses 295:4	302:9,11
366:18	466:2	442:14 443:1,4	295:5	304:22 306:13
Abuhamdeh's	accurate 102:20	443:7 469:22	administer 4:14	314:14,18
350:20	accusations	471:13	Administrator	327:4 362:5
accept 328:6	390:1	action 6:21	2:13	Africa 251:1
acceptable	accused 449:18	389:15 412:7	admitted 378:4	age 56:22 220:20
	ACIM 259:1	414:5 496:15	449:1	441:2

aged 225:7	agreements	49:5 132:7	249:5,12,13,15	260:20 455:16
agencies 458:17	32:12 58:13	144:21 146:3	249:17 250:9	455:21
472:11	59:14 60:12	146:10,13,16	250:11,12	Alan 103:4 219:8
agency 60:17,21	61:9 63:17,18	147:8,22	251:13,14,18	479:12
213:7 446:22	103:20 104:4	148:10,12,13	251:19 265:3	albums 173:4
agents 442:20	104:18 105:5	148:14 156:19	273:13 281:11	290:14 291:3
Aging 227:1	106:20 108:3	180:16,17	281:13,17	ALEX 3:19
ago 8:22 10:6	111:8 112:19	194:18,21	310:16,20,21	Alex.bradley@...
12:22 13:1,15	114:5,5,18	220:3,18,20,22	311:1,15,15	3:19
29:7,19 52:3	115:21,22	221:7,15 222:2	312:5,10 445:3	Alexander 236:2
56:13 66:13	116:15,16	222:3 223:17	445:12,12,22	ALG 54:17,21
106:3,5,19	117:18 120:1	223:19 224:7,8	477:15,18,19	55:5,8,9,12,18
108:18 115:18	143:22 144:1	225:8,10,20	478:18	57:7 74:9 75:17
136:4,22	193:13 270:15	226:10,19,19	airlines 27:5 30:5	76:13 101:22
165:15 216:10	302:22 303:6	227:1 236:6,11	30:9 32:11	106:21 107:3
416:21	303:11 410:6	236:13,15,22	47:15 90:3	108:2 110:17
agree 43:4 44:10	426:18 427:6	242:17 243:6	135:17,19	111:2,15,15
88:3 100:3	427:16,21	247:16,19	136:10,13	112:2,12,20
113:7 125:22	428:19 429:2,6	248:3 249:20	137:13 138:8,9	113:13 114:6
260:22 273:4	429:14	250:3,6,7	139:4,18	114:16 115:22
458:14	Ah 304:10 345:9	251:13,15,20	140:12 141:1,8	116:12,17
agreed 4:3,8,12	ahead 168:8	268:6 281:15	141:9 142:9,14	117:9,11
70:2	207:20 372:22	311:6,13,22	155:6 156:7,9	122:15 215:19
agreeing 239:11	387:10	347:4,9,10	156:10,12,19	220:6,10 222:1
agreement 30:3	ahold 169:15	349:6,18,19	157:17 160:11	223:6 228:15
31:12 35:5 62:1	202:7,12,14	452:9,13	160:14,19	228:16 229:15
64:13 65:19,20	291:16	456:14 457:6	162:6,19 164:5	230:1 231:9,10
67:14,15 79:17	Ahuja 6:11	493:20,22	196:11,12	232:3 245:21
105:19 132:20	384:19 389:5	494:3,18,21,21	250:14 251:2	253:15 254:2,9
138:21,22	389:12,14,19	aircrafts 222:19	251:10 258:12	309:1 316:11
139:2,14	390:15 393:2	Airlift 306:11,12	311:5,8,9	317:9,16
140:11 142:7	394:7 395:2	airline 28:21	338:17	334:16 336:11
162:8 171:16	399:5 400:4,5	132:8 135:21	airlines's 172:6	336:17 338:4,5
171:17 217:13	400:19 402:19	136:1 144:4,5	airport 139:20	418:16,18,18
228:17 231:11	404:18 429:7,9	148:6 153:6	249:11	419:5,16
231:12 261:5	Ahuja's 392:11	154:4,13	al 33:1 35:4	420:10 421:13
315:8,17 319:1	AID 234:17	155:13 156:15	111:12,15,16	ALG's 107:7
319:3 334:1	242:13,15,16	158:12,13	116:13 117:7,9	242:1 334:19
368:3,12 388:1	243:19	166:22 170:10	137:16 138:16	336:13,16
388:10 394:6	ain't 96:11	172:5 215:18	148:19 149:2	algkc.com 232:6
394:22 395:7	air 216:6,16,20	217:3,7,14	258:1 260:20	all-Russian
399:4,22 400:3	216:20 223:21	218:15,21	317:22 321:8	236:20
400:11,16	251:6 456:19	236:5,9,17	324:4 369:10	allegation 384:9
401:18 408:9	456:20 457:4	245:13,15	455:16,21	allegations 127:3
410:2 429:19	Airbus 220:22	246:6,16 247:4	497:3 498:4	391:2,7 395:7
454:18 458:19	349:20	247:17 248:2	499:8	allege 110:8
478:7	aircraft 48:1,17	248:19,19	Alami 258:1	120:22 121:16

122:13 384:2 483:20 alleged 23:1,5 72:7 77:22 82:4 84:3,4 110:4 127:4 232:21 292:17 374:7 480:3 481:19 484:10,20 allegedly 22:4 80:20 471:16 alleging 82:18 allow 134:1 351:4 allowed 88:11 152:6 219:19 250:21 497:13 alphabetical 300:2,4 ambassador 265:11,17 266:3,5,16 ambiguous 20:17 31:3 42:10 48:19 59:8 65:9 76:18 87:8,17 88:15 89:3 91:15 95:3 107:19 110:12 121:19 155:18 156:5 161:16 163:20 168:20 170:5 175:14 179:17 181:2 183:19 184:11 195:11,18 198:19 259:20 266:15 290:21 321:6 354:2 358:6 374:16 385:20 386:4 386:12 417:7 438:10 440:8 440:12 America 16:8 193:14 215:1,2 American 193:5 193:7,10,16	247:17 275:15 275:19,20 277:18 311:9 333:2 amount 196:9 222:3 305:13 amounts 158:19 analysis 224:15 analyzed 453:10 and/or 326:4 497:9 angry 129:2,3 ANHAM 60:12 60:15,19 61:5 62:1,3,12 65:11 210:15,17 357:13,20,21 358:8,11,13 367:8,11,15 368:4,12,20 Annette 1:18 2:9 7:16 496:5,22 annotate 295:10 annotations 295:1 297:5 answer 5:6 9:5 9:14 10:1 15:8 15:12 16:1 20:5 22:16,18,20 24:8,15,16 26:10 29:21 33:16 38:14,15 38:16 43:12 46:14 62:7 66:5 67:20 70:3,10 70:13,15,16 74:15 78:19 83:3,13,17 85:15,20 97:17 104:12,14 122:5,14 125:3 128:16 131:15 142:18 163:21 165:13 174:3 178:16 181:9 181:14 185:7 254:22 261:17	264:17 303:4 322:8 330:4 331:10 342:12 356:8,9 358:8 360:4 363:19 372:2 376:22 379:11 381:5,6 381:8,9 382:15 387:9,11 388:6 388:15 396:8 402:15 414:11 414:15 415:8 415:13,14,16 419:1,2 427:3,4 428:9 441:21 451:18 464:11 464:18 466:1 468:13 470:3 471:21 473:14 475:4 478:11 478:21 480:17 480:18,21 481:7 484:1,12 484:13,14 486:8 489:21 492:10 answered 23:12 72:5 104:6 205:14 390:12 486:16 answering 9:11 47:8,9 97:5 218:17 325:20 answers 18:12 23:14 69:15,16 96:20 206:6 215:14 255:4 265:1 275:6 313:15 316:7 323:7 339:7 383:11 464:2 498:10,13 antivirus 421:14 422:6 Anya 231:8 anybody 56:5,7 108:21 110:6	133:15 174:8 184:15 246:20 251:8 300:9 335:12 349:21 351:15 410:7 426:16 428:20 441:12,17 anymore 116:18 425:20 anyway 124:4 300:6 apologize 153:17 218:19 325:22 apparent 232:20 390:16 apparently 276:22 appears 159:8 189:9 192:6 245:11 323:13 334:17 372:17 Appendix 306:20 appetite 284:11 applicable 452:2 497:13 application 170:11 205:4 494:20,22 applications 487:19 applied 223:5 453:12 465:17 466:3 apply 222:9,11 223:2 224:9 304:19 347:13 appoint 132:10 133:15 appointed 133:11 335:15 appointment 133:16 appreciate 157:20 330:8 352:20 434:9 approach 48:4 approaching	136:4 appropriate 498:9 approved 288:5 approximately 204:12 April 450:14 Arab 111:17 area 191:21 208:18 220:19 223:16 346:13 areas 209:6 arena 202:11 arguing 115:2,6 115:10 128:20 argument 345:1 argumentative 38:11,13 291:10 321:16 467:13 476:22 494:8,13 Arlequin 1:18 2:9 7:17 496:5 496:22 armed 360:1 Army 327:5 arrangement 261:6 arrangements 63:21 arrive 155:14 articles 472:17 artist 341:15 Arumbakkam 346:1 aside 74:4 158:15 232:19 365:18 376:8 393:1 467:18 asked 13:19 15:13 19:20 22:9 23:1 39:2 39:10,12,16 57:3 72:8 76:9 76:11 90:6,8 95:9,18 104:6,8 108:16 111:20
---	---	---	---	---

134:4 136:7	assets 40:20 44:9	229:21 234:16	authorize 312:18	394:5 399:22
165:6 240:10	147:20 181:21	244:18,19	386:10 387:18	400:3 410:5,9
240:21 259:7	assigned 346:7	255:5 256:12	397:17 408:19	412:13 413:19
309:9 320:10	assist 228:11	265:2 267:4	409:22 436:19	414:1 417:3
320:18 322:15	assistance 403:2	272:4 282:4,11	436:22 437:4	423:21 426:10
330:2 338:13	assistant 199:6	282:20 301:16	authorized 4:14	426:17,18
351:11 360:8	319:1 326:14	313:17 323:9	385:18 386:1	427:5,11,12,15
390:11 396:16	422:3	339:8 343:13	387:3	427:16,20,21
409:13,14	assisting 403:5	346:19 350:4	automation	428:5,10,13,18
425:14 430:13	associate 80:6	366:9	362:3	429:2,5,6,14,19
446:2,6 447:18	associated 267:5	attachment	availability 28:3	446:7,14,18
452:8 453:9	272:5	224:6 225:17	225:16 349:5	448:22 449:11
459:4 460:19	assume 8:20 33:7	268:13 275:18	available 18:3	449:17 465:3
460:20 465:13	53:3 80:12	276:20 284:20	88:21 89:1	471:6 475:5
466:11,20	163:1 166:11	303:17 310:1	164:13 221:5	482:2,10,14,21
467:2,22	167:16 187:16	344:8 370:1	223:21,22	Azerbaijan 53:1
469:19,21	257:8 271:2	373:18,22	248:3 361:11	53:8,9 67:3
473:12 478:14	279:6 294:17	459:10	362:20 371:17	69:12,13
478:15 486:15	318:5 321:19	attachments	443:17 470:18	208:18 251:20
495:6	332:5 405:1	207:4 254:7	471:1,7 472:3	359:14
asking 16:18	487:18	325:6,14	479:5,8,18	Azima 1:3,13 2:5
19:9,10 22:11	assumed 60:22	366:22 370:3	480:15 481:1,6	5:2 7:3,4 8:20
66:2 81:10	238:6 426:1	attacks 390:22	Avenue 2:7 7:14	12:20 14:2
92:16,18 96:16	assumes 432:16	attempted 388:9	average 225:10	17:18 25:13
97:19 100:11	assumption	attempting 223:6	aviation 47:3,7	30:4 51:1 86:11
106:4 111:22	33:13 165:12	237:17 330:22	54:21 157:16	98:10 115:4,13
119:6 120:18	166:17	attend 318:17	157:17 236:21	119:9 129:18
134:17 141:3	assumptions	attending 282:10	262:16 311:4,5	131:7 175:10
151:21 181:7	142:2 160:18	attention 296:6	312:6 432:2,12	181:16 193:2
181:20 183:2	170:22 267:15	Attorney 380:13	445:14,15,22	198:8,9 200:21
185:4 188:15	assured 286:8	attorney-client	451:11 454:20	201:15,17
231:2 249:1	ate 460:17	381:7	477:20 478:1	205:10 206:2
262:5 276:19	Atlas 153:6,7	attorneys 3:3,12	award 157:14	207:3 211:5
297:17 334:6	attached 123:10	4:3 483:10	aware 10:18,22	225:17 227:8
346:13 352:5	194:2 207:22	audited 31:18	21:12,13,14	232:13 234:12
371:13,14	208:12 211:7	audits 178:8	22:13,16 37:11	240:15 252:22
380:9,16,19	212:17 232:15	August 131:8	37:16 58:21	253:7,13 256:4
402:16,17	239:19 246:3	144:9 245:1	144:3 162:4	270:14 286:3
404:2 405:18	254:1 257:21	408:10 409:20	166:4 172:11	289:4 301:2
417:19 465:21	284:20 286:16	authored 89:15	172:16 194:1	303:9 310:1
474:4,6,8 475:3	301:22 370:12	89:20	208:22 214:9	314:8 325:15
482:7,22	371:22 410:2	authority 27:20	237:22 281:19	325:17,22
asks 104:21	455:15 498:11	28:8 35:8 216:8	385:15 386:2,8	328:13 329:3
aspect 288:21	attaches 212:1	216:9 321:9	386:22 387:15	331:5 332:2
asset 40:21 41:3	339:12	authorization	387:19,20,21	349:12 352:3
41:16 42:1,2	attaching 206:7	397:22 398:1,6	388:20 390:6	358:9 369:22
71:16	215:17 220:3	398:16	390:10,13	370:6 373:9

384:4 390:2,16 391:1,10 397:2 409:13 411:10 412:13 413:19 415:17 424:6 430:12 459:12 462:20 474:17 474:19 484:8 493:17 496:8 497:1,3,4 498:4 498:5 499:8,9 Azima's 5:14 12:12 208:9 241:22 258:9 261:9 262:9 263:11 306:16 315:15 327:7 328:2,9 332:16 349:3 351:14 351:18 362:9 363:6 365:8 366:2 368:18 374:10 390:21 391:7 395:9 397:3 AZRA 46:16,17 118:4,5,8 119:10 121:21	344:18,18 347:18 373:6 394:17 401:15 408:15 417:15 420:3 425:22 430:6 438:12 454:4 462:16 493:14 background 154:13 157:2 216:16 252:13 backwards 408:16 bad 471:18 badgering 129:7 476:3 bag 305:20 Bahamas 201:7 Bahrain 103:8 146:6 Baird 103:4,21 219:8 228:8,10 228:17 479:12 baked 391:17 Baku 69:12 ballpark 491:22 492:4 band 125:9,12 bandwidth 190:4 bank 150:1 193:5 193:7,10,14,16 275:15,20 277:15,18 289:10,11 391:6 444:6,15 488:5,8,15 banker 152:21 bankers 149:13 149:17 150:8 166:1,5 banking 145:10 245:22 286:7 banks 289:9,11 289:21 290:1,2 290:4,7 291:18 311:19 444:15 472:13 485:8	485:10 486:18 487:16 barbecue 37:18 37:19,22 45:11 45:12 46:1 121:9,11 189:4 189:7,17 190:22 191:10 197:13 barbecues 189:22 bark 286:2 base 21:18 91:17 91:18,20 156:14 201:5 based 17:22 18:10 35:4,5 42:7 142:1 160:16 220:21 221:1,5 224:2,5 224:7,7 235:7 335:21,21 348:7,7 369:14 369:18,20 371:16 375:18 376:2 390:15 437:14 451:10 455:8 456:11 456:13,15 baseless 406:16 basic 183:22 basically 148:10 149:7 173:9 213:22 242:10 252:5 270:16 442:18 444:7 basis 89:19 90:22 92:6,10,20 105:14 153:21 167:16 168:3,9 195:12 273:9 273:17 278:9 278:13 305:2 326:17 369:2 393:16 479:20 Bates 15:4,21 192:22 206:21	234:10 256:8 259:22 294:1,3 412:11,16 413:10,12 448:15 Bates-stamped 5:22 6:4,7,18 6:22 293:13 296:11 372:6 410:17 412:8 BEACH 496:4 bear 93:21 beginning 28:14 50:8,12 56:8 179:21 342:5 487:6 begins 7:1 behalf 7:18 8:1,4 8:6 42:7 70:18 89:21 129:13 132:17 149:14 149:15 238:5 335:7 339:20 374:17 385:17 386:9 387:16 388:8 398:2,7 399:10 403:18 404:8 405:1,15 410:8 426:20 427:7,18 428:20 429:4,8 429:15 441:13 441:18 442:15 443:2,5,7 470:1 471:13 Behre 3:6 6:17 6:22 8:1,1 18:14 19:7 20:1 20:5,16 24:12 25:3 26:9 30:10 31:2 32:17 38:10,19 39:8 39:13,16,20 40:6 41:4,21 42:9 43:6,8,19 44:19 48:18 59:7 61:10 65:8	69:17 70:5,12 72:17 76:16 78:16 81:11 83:2 85:14 87:7 87:16 88:14 89:2 91:13 92:15 93:2,7,10 94:3 95:2,8,13 95:18 96:7,10 96:15,21 97:21 98:20 99:13 100:11,21 101:3,8 103:17 103:22 104:6 104:20 107:18 108:4 109:11 110:10 112:22 113:4,9 114:1 114:11 115:1,5 115:10 116:19 117:13,22 118:21 119:2 120:6 121:18 122:4 123:13 123:16 124:8 124:11 125:9 125:13 128:14 129:6,15,19 130:4,8,14,18 130:20 131:14 132:2 134:6,12 134:15 135:4 135:12 136:14 136:19 137:5 137:11 140:14 147:4 150:13 151:18 154:11 155:17 156:4 159:11,21 160:1 161:15 161:21 162:9 162:14 163:19 167:22 168:19 170:4 175:13 176:1,12 178:17 179:16 179:20 181:1,8
--	---	--	--	---

181:12,17	331:2,16 332:7	Behre's 256:6	beneficial 299:17	blood 496:15
182:9 183:18	333:15 340:5	belief 18:1 354:7	benefit 247:2	board 132:11,14
184:10 185:14	341:22 342:10	449:6	best 22:5,19	133:3 215:3
185:18 192:10	342:16 350:22	beliefs 142:2	36:15 374:18	Bob 49:18,19
192:15 195:10	351:21 353:9	160:18	385:21 386:5	50:11 192:5
195:16,18	353:16 354:1	believe 19:13	386:19 398:14	195:4
198:18 199:4	356:1 358:5	55:4,20 63:19	betray 218:9,13	Boeing 220:22
204:10 206:12	365:9 368:13	105:21 115:17	219:2	251:10,11,22
206:16,22	370:4 374:15	115:20 116:5	better 9:16 28:10	349:18,18,19
207:8 214:6	374:21 377:10	118:7 122:2	221:11 272:19	Boini 111:3
218:17 219:14	378:19 379:20	126:16 136:2	beyond 119:7	200:8
219:18 226:2	380:7,10,13	148:5 163:17	279:21	bold 23:1
226:15 230:6	381:2,6 382:8	175:10,20	BGL 74:22 75:4	Bombardier
230:12,16,20	382:15 383:16	192:12 203:19	177:4 188:17	221:1 236:6
238:20 239:3	384:11 385:8	266:11 267:14	188:19,20	347:1,5,8,11,20
239:12 240:9	385:19 386:3	269:17 270:3	199:19 200:20	348:4,10,16,21
240:20 241:19	386:11 387:4,9	272:22 278:21	bid 200:13	349:11,13,20
242:1 245:3	387:21 388:2,8	322:9 324:3	234:22 235:2	460:19 461:14
258:19 259:11	388:11,15	336:11 339:19	240:1,18 241:3	462:4,8
259:19 260:5,8	390:18 391:4,8	340:2 343:7	242:15	Bombardier's
260:14 261:11	391:13 392:3,7	349:17 351:8	big 14:18 41:12	348:2
261:19,22	394:6 395:3,16	353:19 354:10	41:17 290:7	born 440:14,17
262:11 263:14	395:22 396:4,9	363:21 378:17	311:18 352:7,8	borrow 276:14
264:4,7 266:14	396:14 397:17	379:17 380:21	bigger 145:5	311:14
274:6 278:11	397:20 398:3,8	381:19 382:5	bilateral 268:11	bottled 52:22
278:18 279:12	398:10,17	383:2 393:11	billing 350:12,14	359:14
279:21 281:7	399:4,12,16	393:12,14,17	billion 251:20	Bottling 52:19
282:16 283:2,5	400:14,21	404:5,14	billions 251:12	63:2 102:1
283:8,12	401:8,10,14,18	406:14 424:8	251:12	122:11 275:9
286:13 289:22	403:19,22	435:5,16	Bimini 201:6	278:4 279:5,11
290:20 291:8	404:9,15,16	436:10 459:19	Bisht 384:22	356:20 360:15
293:22 294:5	405:3,6,9,16,19	460:4 461:14	397:9 400:6	bottom 22:22
294:19 295:14	406:1,12 408:5	466:15,17	402:19 429:10	74:13,17 140:2
295:21 296:2	408:22 410:12	470:3 479:2	429:16	271:13 283:22
296:14,18,20	410:16 411:5	491:15	bit 14:18 28:10	284:4 337:15
297:11 299:6	411:15,21	believed 266:13	135:15 159:20	360:17 458:7
301:6 305:5	412:7,10,15,18	446:12 468:1	179:21 197:15	bought 31:8
307:13 309:14	413:3,11,16	believing 425:1	304:10	48:14 137:21
312:7 316:22	414:8 415:4,13	belong 158:3	BitTorrent 384:6	201:2,3 236:15
317:4 320:15	417:6,11	169:5	BitTorrents	273:18,22
321:5,15 322:1	420:19,21	belonged 76:21	470:9	274:18 288:18
322:12 325:19	422:14 426:13	109:5	block 456:2,4	309:13 362:2,2
327:18 328:4	426:22 427:9	belonging 78:1	block-hour 456:2	447:21
328:11,17,19	428:2 429:11	belongs 125:19	blocked 146:5	box 498:9
328:22 329:2	429:17 433:11	152:5 169:4	blog 480:4 481:9	boy 95:16
329:22 330:3,6	450:5 468:10	268:15 336:19	481:20	boys 311:18
330:14,22	485:17	347:15	blogs 384:7	BRADLEY 3:19

brain 81:5,7 84:21 154:5	246:20 251:1 251:14,21 337:20	214:1,2,3,16,18 215:8 218:1,15 218:21 219:4	215:7 292:6,19 299:18 312:6 312:20 439:7	377:11 378:19 379:21 388:3 391:4 398:8
bread 226:21 227:1	bullied 330:21	228:11 229:11	465:18 466:4	411:7 427:1
break 255:19 315:19	bully 330:14,18	231:18 233:11	butter 226:21	camera 7:17
bribes 281:19	bunch 149:20 212:1	244:20 245:11 245:13,16	227:2	can't 99:2 111:4
bring 249:19	Burlington	246:11 247:3	buy 171:16,17	143:18 152:22
broker 34:2	386:16 387:2	253:3,21 255:6	194:19 273:15	203:10,20
brought 247:21	387:17	267:12 268:18	286:1 309:16	204:7 213:12
Brownies 10:17	Burlingtons	268:20 269:1	309:19 311:13	228:7 253:17
10:19 12:5	408:11,20	280:8,22 289:1	349:17,19	295:16 296:16
35:16,17 36:4	409:18,19	289:3,9 291:12	buying 166:21	297:15 333:20
37:5,13 74:8,11	413:22	291:12,13,19	172:3	338:12 364:14
75:13,16 76:12	burning 86:3	292:9,14,15,16	byproduct	365:4 419:11
77:16,19 78:5,7	business 33:14	298:18 299:3	175:17	422:1 474:18
78:14,18 79:8	34:1,19 45:10	307:15 308:20	<hr/> C <hr/>	478:3 479:14
79:10,10	45:14 49:14	308:21,21	C 3:1 141:4 496:1	492:7,18
101:22 120:2	51:7 52:10,11	309:4,5,6,12,22	496:1	cancel 205:20
120:12 177:7	57:13,17 60:9	310:2,17,20	c/o 497:1	cancellation
177:11 185:1,5	60:22 61:1,4,6	311:19,20	calculate 223:18	475:11,18
186:9 196:17	61:7,16 62:2	312:1,3,3,3,11	259:2	cancelled 203:18
200:4 205:18	75:7 80:6 88:19	313:5,8 325:8	calendar 189:10	444:3 473:13
280:2,12,13	104:10,15	334:14,19	call 173:10 196:2	473:21 474:2
292:15	105:11 121:2	335:5 343:17	230:17 352:13	474:10,17,20
Buchanan	132:9 145:12	352:9 356:9	352:17 418:4	474:22 475:7
339:14,16	145:19 146:1	357:19 358:1	432:5 442:4,4,6	477:1,7
341:5 478:8	146:22 147:3	362:4,13,15	497:15	Canning 62:18
buckets 299:16	147:11 151:11	363:2 364:9	called 8:14 35:22	63:14
budget 177:4	153:12 154:4	367:15 369:5	40:11,13 62:18	Cantor 152:22
178:5 188:4	154:10 156:2,6	371:18 392:20	64:6 65:4 67:19	166:2 307:22
196:18 214:19	157:19 158:7,9	444:5 445:4,14	252:17 446:7	Cantor's 308:16
build 48:21	170:12 171:7	445:16,22	calls 19:7 43:6,10	capabilities
224:21 236:4	173:5,8,12,15	453:11,13	44:20 76:16	263:5 280:7
247:17,18	173:19 174:5,9	458:21 466:3	91:13 132:3	362:19
248:2,18 249:5	176:5,8,11	468:17 475:14	134:6,12 147:4	capability 172:7
249:16 250:11	179:13 180:6	475:14,16,17	157:7 168:20	227:20 248:16
250:13 251:10	180:13 182:21	477:13,15,18	170:5 175:14	262:12 264:10
304:20 454:14	182:22 183:1	477:19,20	176:1 204:11	268:2 281:9
454:20	183:20 186:13	478:1 485:4,9	240:20 258:19	327:22
building 109:12	187:14 191:4	485:13 486:20	259:11 260:5,8	capable 224:19
196:11 236:12	193:15 196:19	487:13,17	260:15 261:11	capital 456:19,19
248:19 250:9	197:5,6,7,20	488:1	264:7 278:12	456:20 457:3
251:18 490:7	202:18,20	business's 354:11	279:12 307:13	485:13
built 49:1 69:13	203:5,15 204:4	businesses 57:16	328:4 351:21	captain 48:3
156:17 214:22	204:14 205:6	57:19 146:20	353:9,16 354:2	capture 252:4
227:9 236:9,14	205:16 211:11	176:15 184:6	356:1 365:9	care 130:18
				304:12 322:8

375:6 cared 319:17 career 167:21 168:7 195:15 carefully 122:7 399:19 cargo 49:5 146:9 172:10 245:12 268:8 311:8 Caribbean 217:3 217:14 Carmichael 10:21 Carolina 1:2 3:14 7:7 carrier 217:5 case 1:4 7:7 16:19 18:10 60:15 71:3,6,10 72:1 84:18 127:2 131:21 141:12 160:7 198:6 262:1 280:1 288:18 319:16 389:11 392:16 397:15 427:2,10 429:12 448:12 449:18 464:2 497:3 498:4 499:8 case-to-case 397:21 cases 301:7 cash 345:17 casters 311:19 categorize 321:11 category 281:15 Caucas 51:3,20 58:16 62:21 63:1,20 74:9 75:17 76:13 101:22 104:9 104:19 105:6 106:11,15 108:22 109:20	110:7 112:21 113:13 114:7 206:10 210:2 211:1 212:20 235:13,14 301:8,10,18 303:5,8 305:13 306:5 313:19 315:9,12,17,18 323:11 326:8,9 326:10 332:9 350:6 364:4 366:11 368:12 370:13,14,16 371:1,5,15,21 Caucus's 351:9 caused 172:18 197:1,15 202:21 290:17 391:1,5 417:18 472:20 CCR 496:22 CCR/CSR 1:18 cease 34:11 103:13 310:19 314:22 342:20 487:5 ceased 49:10,22 52:1,8 53:13,19 292:20 310:21 314:15,17 365:15 center 337:19 centers 156:18 century 56:15,17 56:22 CEO 216:6 348:17,20 ceramic 490:15 490:17,18 certain 29:10 55:21 61:15 64:1 80:11 85:5 101:18 115:22 299:16 320:4 379:15 466:13 certainly 177:15	178:2 434:4,8 481:4 certificate 147:13 certified 2:10,11 236:12 certify 496:7,13 cetera 200:11 248:4 268:11 290:15 298:21 368:22 CFO 107:14 269:7 chaired 215:4 chairman 156:8 193:17 348:16 348:20 457:2 chance 361:4 373:10 434:2 change 137:17 138:4 216:18 225:7 263:3 350:19 364:17 364:22 421:1,5 421:11 423:8 423:17 424:20 425:8 499:11 changed 225:5 227:14 374:3 421:9 423:16 425:6 changes 329:9 498:11 changing 422:17 424:12 charge 304:14 460:11 488:15 charged 306:4 charging 305:14 chart 20:10 84:6 123:10 cheat 376:4 check 192:16 498:9 checked 171:2 Chevalier 3:2 6:21 385:16 387:2,18 400:1	400:4,12,18 403:3 412:6 413:22 414:3 497:1 chicken 391:18 chief 156:9 339:17 457:2 Chiranshu 6:11 389:5,12 397:9 400:19 402:19 429:7 choose 355:10,15 Chris 300:17,21 302:1,5,6,22 303:7 306:22 323:15,17,18 323:19 481:13 Christopher 491:7,12,14 492:14 Cielo 157:8,11 circles 180:18 245:5 circulated 193:4 citizen 147:9 247:12,13 281:11,14,18 citizenship 338:15 City 489:4,13 civil 298:20 454:20 civilian 184:3 claim 196:8 341:8 415:2 claimed 482:8 claiming 483:6 claims 12:2 395:2 495:6 clarification 28:4 40:12 60:18 110:5 157:10 168:1 173:1 187:18 218:11 227:12 238:15 242:19 253:12 268:5 304:17	342:1 369:16 376:7 456:22 clarified 272:22 clarify 18:17 28:11 239:13 263:19 388:18 Clarity 356:4,6,7 classified 346:13 clause 203:19 395:20 Clay 6:21 412:6 414:5,6 clear 14:18 21:21 28:16 116:14 129:1 207:8 227:3 239:15 239:17 260:16 266:5 380:12 380:12 clearly 124:10 125:6 191:2 194:4 232:17 client 21:10 22:4 22:7 80:19 82:19 84:3 120:15,22 121:16 122:2 127:5,7,11 172:15 243:21 243:22 290:10 292:2 320:21 357:6,9 361:12 378:1 412:18 415:5,6 483:20 client's 458:20 clients 19:22 20:15,19,20 21:4,17,19 126:7,9,17 220:4 222:20 311:11 377:20 415:1 417:18 463:17 469:11 470:15 484:10 clock 296:17 close 31:19 348:17,21
---	--	---	--	--

444:15 486:10 closed 289:10,11 289:16,20 290:5,6,8 444:19 486:18 club 218:22 219:4 clue 198:14 255:11 406:17 coconspirators 436:16,18 coincided 34:13 cold 340:10 341:2,3 342:3 colleague 493:5 collectively 26:22 27:3 378:2 column 306:2 combined 209:3 come 29:16 120:13,20 121:9,14 122:11 127:14 145:18 217:7 237:14 294:10 296:22 304:19 325:14 381:12 405:10 413:17 456:6 497:7 comes 91:17 112:9 157:1 171:10 233:9 262:16 347:7 347:10,20 comfortable 352:16 coming 228:19 228:21 229:4 424:6 comment 114:20 121:6 122:9 162:17 298:16 395:14 comments 367:7 commercial 36:10 167:1 488:15	commission 345:10 committed 390:17 488:6 committee 215:4 communications 379:1 399:19 companies 11:11 24:22 27:10,17 39:6,7,17 40:8 40:16 41:20 46:3 68:17 74:7 75:3,7,18 76:4 77:7 82:11,14 84:9 86:15 89:10 90:21 92:8,14,22 93:18 94:2,10 100:1,6,10,20 101:19 102:3 114:17 120:10 165:17 177:7 178:9 206:10 209:18 210:4 215:19 220:6 230:1 234:18 244:21 255:7 256:14 258:14 263:22 265:4 267:6 269:11 269:19 271:2,6 271:8,9 272:6,9 272:10,11 275:9 282:6 283:1 288:10 301:2,18 313:19 316:11 321:10 323:11 324:15 334:15 336:20 339:10 343:15 346:20 350:6 356:19 358:11 359:11 360:15 366:11 417:9,11 424:22 435:9 438:3 469:7,17	475:7 478:18 company 11:1,9 11:12,15,19,20 11:22 12:4,8 24:18 26:17 27:4 28:18,21 29:1,4 31:10,17 31:21 32:8,14 33:14 35:19,22 36:5 37:22 40:20,21,22 41:2,3,8 42:8 42:13,21,22 43:3,5,15,18 44:2,4,9,12,16 45:2,7,16 46:16 46:17,18,22 47:17 48:14 52:19 54:2,15 54:21,22 55:3 56:2,5,6,11 58:2,5,9 62:3,4 62:10,15,17,22 63:7,10,12,18 64:6,13,15,21 65:2,4,5,21 66:7,15,18 67:3 67:16,19 69:7 71:2,11 72:11 73:14,15,22 74:11 76:7 77:19 78:21 79:5 88:6 89:12 89:14,15,21 91:12,20 94:16 100:5 103:12 107:4 109:4,6 112:9 114:16 118:7,8 134:3 134:11,20 135:10 136:12 137:1,8,10,14 137:16,18 138:2,4,10,15 139:5,9,10 140:3,4,6 144:2 144:7 145:1,3,5	145:9,11 148:22 149:2 149:15 150:12 152:19,20 153:2 156:18 161:3 162:1,2 164:14 169:4 169:11 171:14 177:9,15 181:6 181:22 184:21 186:6 187:5 188:5 189:18 189:19 191:3 193:10,16,19 196:12 197:17 198:5 199:19 200:17 201:4 205:8 228:22 235:7,17,18 242:6 249:8 252:16 253:2 255:17 258:10 264:10 272:13 273:2 275:10 275:16,19,20 276:7,9,9,11 277:2,5,18 278:4,13,14 279:6,11 282:13 288:19 288:21 302:12 302:13 309:13 309:17 310:3 311:13,22 312:10,22,22 313:10 315:9 336:4,6,10 337:13,21 338:1,3,8,20 339:1 348:13 348:17 356:20 360:7,15 361:19 362:2 363:9 364:3,10 364:12 369:14 369:19 407:21 416:21 417:2	419:2,4 424:15 424:18 446:7 449:7,12,14 456:21 457:4 company's 32:4 42:18 242:5 346:11 418:14 418:15 compare 202:9 compared 372:21 471:2 compartmenta... 88:20 149:4 compensate 405:2 compete 105:22 147:2 competible 312:2 competing 291:17 competition 217:15 competitor 169:15 170:6 202:7,11,14 352:2 355:18 competitors 169:18 170:2 250:16,20 251:5 363:6,14 365:8 366:2 457:9 compilation 212:8,22 compile 252:3 294:10 453:1 compiled 210:21 212:9,11 220:13 223:10 325:16 326:2,6 370:11,15 371:16 452:12 452:14 458:1 479:19 compiling 370:1 370:7 complaint 13:17
--	--	--	--	--

384:13 462:20 463:2,15 480:8 481:10 complete 497:6 498:10,12 completely 202:18 complicated 197:18 complies 13:4 29:17 271:16 408:1 compound 76:17 93:8 94:6 155:18 467:1 comprehend 45:1 computer 41:8 42:15,17 45:4 299:21 345:21 415:18,20 416:16,22 418:3,6,9,12,14 420:14 422:7 423:3,4,6,9 424:13 425:19 425:21 426:5 433:18 440:15 computers 171:10 416:18 416:20 418:14 426:6 433:15 433:20 440:18 con 341:15 concede 223:4 concept 452:3 concern 436:6,8 concerned 462:3 conclusion 43:10 44:20 76:17 91:14 168:21 175:15 176:2 204:11 258:20 259:12 260:6 261:12,18 262:6 264:8 278:12 307:14	328:5 351:22 353:10,17 354:3 453:11 conclusions 479:16 conduct 369:5 425:6,7 conducted 201:7 348:5 375:9 447:16 confidant 398:19 confidence 174:5 203:1 218:12 292:4,21 398:13 454:21 confidential 33:9 33:10 109:17 124:16,18,21 125:4,5,20 126:5 128:2 150:2 152:5 169:3 175:11 175:18,21 176:3,4,6,7,10 178:3 187:17 187:21 191:6 197:3 203:2 206:8 218:5,10 232:18 239:4 244:18 245:7 256:12 262:3 266:20 301:16 313:17 316:15 322:11 323:9 327:8 328:10 332:16,20 334:2 335:2 347:16 350:4 350:21 351:14 352:9,22 353:14,21 354:4,12,17,21 356:10 357:20 358:1,12 362:13,16 364:8 365:13 366:9,20	431:14 433:5 435:3,6,15,18 436:1 437:11 437:13,17 450:22 458:16 459:6,13 460:21,22 461:7,20,21 462:5 466:18 468:3 confidentiality 32:12,15,21 58:12,18,19 59:14 60:12 61:9,22 63:17 64:13 65:19 67:15 80:8,10 103:20 104:4 104:18 107:5,8 108:3,7 111:8 112:10,18 114:4,18 115:21 116:15 117:6 143:22 178:18 187:16 187:19 193:13 218:14 228:17 231:11 232:15 238:14,16,17 239:8 261:7 266:7 270:15 277:17 287:18 292:5 293:3 302:22 303:6 303:10 315:10 334:1,22 336:1 338:21 355:13 357:17 369:20 419:18,20 444:14 458:9 467:16 475:15 confidentially 217:21 confirm 98:18 99:7 confirmed 397:1 406:2	confis 113:12 confiscated 289:17 conflict 34:14,18 confused 115:15 116:8 137:20 322:2 414:12 confusing 119:5 confusion 283:2 conglomerate 199:20 conjunction 177:14 212:19 connection 10:16 65:6 390:16 Conquerors 157:8,12 Conquistador 157:5,7,11,13 348:18 Conquistadors 157:4 consent 497:22 consider 189:14 194:12 195:8 218:2 246:3 253:22 254:6 258:16 262:8 268:15 297:10 298:5 353:20 369:3 379:9 considerable 390:1,22 Considerably 485:20 consideration 145:8 491:5 considered 75:11 194:22 218:5 264:11 307:17 335:16 337:1 352:9 362:13 362:16,17 considering 166:11 229:4 254:9 261:15 454:6	consistent 123:8 466:7 consists 133:10 consolidated 209:3,20 conspiracy 442:22 conspirators 442:20 conspired 376:3 constitute 362:9 constitutes 478:17 Constitution 2:7 7:11,14 construction 227:16 228:5 consultant 143:9 143:10 163:9 229:6,7 269:19 consultants 144:18 163:8 consulting 252:17 253:2 Cont'd 175:8 contact 107:2 294:11,17 297:9 299:9,11 346:9 contacted 390:18 contacts 294:22 295:2 298:11 299:5,13,16 contain 94:22 124:20 125:2 169:17 297:5 298:6 372:17 470:13 contained 17:21 94:19 110:9 141:22 153:14 155:5 160:16 171:5 172:13 173:22 186:15 187:4 191:14 195:9 197:1 209:11 211:15
--	--	---	---	---

213:9 232:22	continues 458:10	132:7 148:21	84:22 85:8 87:6	374:12 375:16
238:2 254:7	continuous 368:6	361:3 456:19	87:10,19 93:19	383:6,10
278:6 288:8	continuously	457:1	94:2 99:18,19	386:17 399:5
294:10 298:21	368:6	convenience	100:5 101:19	409:12 418:1
303:16 310:7	contract 35:9	203:19	102:2,15	430:15 434:14
310:14 347:7	79:12,13	conversation	115:19 131:8	437:21 438:1
363:11 365:21	180:14 188:7	319:5 379:9	131:11 134:22	439:9,10,12,16
367:4 371:2,6	188:11,16	conversion 49:4	135:11 140:19	445:6 448:17
458:19	199:14,15,17	convert 140:3	142:10,14	449:8,21
container 371:12	199:22 200:3	converted 140:18	147:20 149:6	450:19,22
containing	200:14,20	142:9 162:12	152:7 160:12	451:1,13 455:4
109:22 110:4	203:18 205:20	268:7	160:20,21	455:7 456:5
471:14 480:5	213:16 232:7,8	cooperate 394:4	164:8 168:18	458:11,12
481:21	242:7 258:5,7,8	426:11,20	182:3,5 183:5	468:21 469:2,3
contains 124:6	258:11,13,17	427:7,13,18,22	184:7 189:7	469:17,18
125:4 167:19	259:9,16 260:1	428:6,15	200:5,22	472:4,5 473:14
168:4,10 258:3	356:18 368:9	cooperating	205:19 207:5	478:8 479:16
284:6 298:17	369:21 409:6	413:21 414:2	208:1 210:5,9	492:22 493:2
contend 120:14	474:21 475:12	copied 323:22	212:2,18	494:1,4,6,18
158:2,21	477:1,6 491:2,3	copies 149:17	213:20 223:12	498:9,12
168:10 169:1	contracting	150:6 170:3	225:5 230:3	correctly 443:15
182:1 273:9,19	206:9 242:14	188:1 190:18	239:20 242:2	470:6
279:9,19 282:4	256:13 301:17	372:9 384:4	242:13 244:3	corresponds
297:18 301:15	313:18 323:10	448:10,15,19	245:13 246:17	176:19 206:4
332:13 349:2	350:5 366:10	copy 98:20 167:5	252:20,21	215:13 219:21
350:18 362:9	contractor 60:16	192:11 396:17	256:16 257:15	229:17 234:15
363:13 365:7	61:5,17 231:22	479:3 497:8	258:6 259:10	244:7,15 255:2
365:22 368:18	232:4 368:21	Copying 497:21	265:14,15,19	256:10 264:21
374:13 376:9	contractors	Copyright	267:11,13,17	267:1 275:4
376:14	51:12	497:20	272:21 275:19	282:1 301:14
contending 380:4	contracts 181:22	corporate 105:19	275:21 282:8	313:14 316:5
content 99:6	203:17 214:20	106:10	282:12 285:7	323:4 334:11
171:9 258:18	287:10,12	corporation 55:4	286:12,18	339:5 343:5,11
258:22 259:1	304:21 326:5	141:12	298:8 302:6	346:17 350:1
355:11 452:3	444:2 459:2	correct 14:9,10	305:14 306:5	356:16 360:11
contention 92:6	473:13,20	17:22 18:4,8	307:12 308:1,5	366:7
168:3 288:6	474:2,9,17,20	21:17 23:12	308:9,11 309:8	cost 78:12 156:1
484:18	475:5	24:3,10,11	314:5,16	156:5 223:20
context 14:12	contrary 225:6	25:17,22 26:5	316:12,13	248:2 311:21
15:17 55:10	contribute 110:8	31:1,9 32:1	318:9 324:7	344:3,13 345:3
99:3	454:7 455:1	33:17,21,22	325:15 327:8	cost-plus 188:6
continually	contributed	34:6,10 44:18	335:5 337:6	188:11,16
422:16	168:14 179:8	45:17 46:5	343:18 344:14	costing 456:3
continue 35:8	184:9 195:2	52:12 54:21	356:20 357:5	457:14
355:12	contribution	55:10,11 57:8	365:17 366:13	costs 345:19
continued 391:11	191:18 221:22	64:22 72:12	366:16,19	490:2
444:8	control 30:22	75:5 80:20	367:12,13	couldn't 35:11

counsel 7:20 14:16 17:5 18:9 22:17,17 38:12 114:15 318:16 382:9,10,13,18 390:21 396:20 397:20 398:10 403:4 497:9,12	43:16 48:10,13 91:21 152:3 170:10 171:1 179:15 180:13 183:10 212:6 223:6 247:3 277:21 278:7 366:15 469:15	cronies 442:18 442:19 CRR 1:18 crunch 186:22 current 329:4 436:15 currently 57:21 235:20 420:2	395:9 397:3 415:5 416:8,11 417:3,17,19,20 418:17 423:1 423:22 424:20 439:8 446:15 446:19 447:3,8 472:14 473:4,8 473:9 475:21 476:9,20 483:2	361:5 396:21 DC8 320:8 344:2 493:19,22 494:3,17,21 DC8s 457:5 494:16 de 157:7,11 dead 243:7 deal 32:14 99:5 122:21 243:7 343:9 370:20 413:2,14 dealing 32:19 33:7 42:2 333:19 dealings 333:21 367:15 deals 166:5 486:9 487:6 dealt 321:17 Dear 301:21 debt 155:8 decades 8:22 10:6 196:1,10 264:11 294:12 299:2 300:12 456:14 465:17 466:2
Counselor 125:12	created 42:7 48:8 48:9,16 74:1 77:7 91:10,22 142:19 149:5 150:12 156:12 164:7 177:12 177:14,14 182:22 189:7 189:11 191:11 219:13 220:11 224:14 239:20 258:11 272:16 273:10 276:2,7 276:8 286:11 286:17 317:14 318:8 324:21 343:18 380:18 384:7 405:14 439:16 451:16 469:7,16	customers 294:13 458:21 cut 330:6 cute 260:14 CyberRoot 378:10,16 383:8 384:3,7 387:22 388:9 389:20,21 390:6,18 391:1 391:5,9 392:13 393:3 394:7 395:8 397:1,2,8 397:19 400:1 400:20 402:20 405:2,2 407:12 449:1,6,13 482:8 483:7,11	database 452:16 date 7:9 12:18 29:9 103:15 112:15 131:12 161:9 201:18 213:18 237:21 243:8,17,18 293:15 296:13 302:18 315:6 326:3 361:19 372:8 389:6 405:10 407:6 410:19 412:9 424:11 426:9 440:14 450:12 488:10 497:4 498:5,17,22 499:10,22	deceived 375:12 December 30:7 30:18 131:20 161:11 207:7 279:17,18 302:17 332:1,4 332:15 339:12 339:13 340:4 340:14,18,20 340:22 341:1,2 Dechert 441:22 442:18,19,21 443:1,4,15,20 446:13 449:20 450:1 471:18 472:1,6 473:7 478:7 Dechert's 442:10 decided 216:21
counterparts 340:8				
countries 146:6 241:7,9 243:5 251:19				
country 33:20 219:10 231:15 231:19 232:10 235:15 248:15				
counts 355:6				
COUNTY 496:4				
couple 455:3				
courier 103:11 103:12				
course 16:7 63:16 82:22 113:2 150:10 152:14 154:9 167:20 168:7 170:21 179:12 191:21 195:15 247:15 307:7 310:6 348:15 357:3 461:16 463:22 485:12	creates 43:3 44:12,17 90:9 91:6 344:5 364:5 creating 47:19 110:3 creation 48:21 49:2,3 76:21 209:10 246:5 308:16 credible 375:16 crew 48:3 249:20 250:2 crime 377:22 CRJ900 343:17 344:2 CRJ900s 236:6 268:6 CRJs 268:3	D D 3:6 5:1,11 6:1 8:13 175:6 D.C 1:14,21 2:8 3:5 7:15 497:2 498:2 499:3 Dad 450:4 damage 172:18 391:5 444:8 damages 444:9 damn 295:17 damned 442:5 danger 218:3 dare 492:6 dark 440:6,10 470:10 471:4 471:10 480:11 481:2 data 246:7 377:3 377:5 384:4,6	dated 6:17 131:7 410:16,21 451:14 dates 103:18 112:16 162:17 302:14 367:17 444:18 Dave 111:3 Dawayne 36:21 184:14 day 119:20,20 123:1,2 322:19 496:19 day-to-day 12:3 144:7 158:15 184:21 200:16 326:17 daylight 86:3 days 31:17,19	
court 1:1 2:10 4:17 7:6,16 8:10 9:9,21 63:20 126:14 375:10,12,13 375:14,15 376:4 396:10 403:15 404:6				
courtesy 9:20				
cover 261:9				
cows 296:22				
create 42:22				

227:15 302:10 311:18 344:20 decision 225:16 326:4 345:2,5,8 376:8 decisions 155:3 declaration 6:11 6:14 389:5,10 390:3 402:10 407:5,16 declarations 403:8 declare 17:19 decline 242:16,20 declined 204:6 213:20 214:10 237:19 242:15 243:1,15 488:7 declines 214:18 214:18 declining 243:19 deemed 270:18 deep 157:18 defaulted 171:18 defendant 8:7 defendants 1:8 3:12 5:17 12:15 14:7 384:3 448:12,19,22 451:3 Defendants' 5:13 5:21 6:3,6,10 6:13,16,20 12:11 293:12 296:10 372:5 389:4 407:4 410:15 412:5 defense 60:16,20 60:20 184:3 213:6 definition 124:18 231:19 306:13 354:9 431:1 464:22 defrauded 375:13 376:4 DEFS 448:16	Del 1:7 5:17 7:4 12:15 14:8 132:18 322:3,5 322:16 374:8 374:14 376:10 378:6,18 379:7 379:18 380:21 381:20 382:5 383:2,13,20 397:2 414:13 436:20 437:1,4 446:2,13 449:17 497:3 498:4 499:8 deliberately 119:3 Delio 347:1 deliver 479:20 Delta 311:9 denied 241:1 391:11 393:3 denies 408:4 deny 391:11 402:13 denying 392:11 393:18 406:5 department 60:20 143:3,3 143:15,19,21 144:19 163:2 163:10 164:2 318:22 depending 118:19 depends 59:3 71:15 134:16 170:6,17,18 247:15 260:7 422:18 423:19 deployment 250:10 262:12 264:9 327:21 deponent 497:4,7 497:9 deposing 249:1 deposition 1:11 2:4 4:12 7:2,10	7:13 8:21 10:7 10:15 11:3 104:22 122:20 132:17 322:4,5 322:16 414:13 465:7 466:5 495:4 496:8 497:4,12 498:5 498:7 499:10 depositions 403:6 496:11 deputy 346:6 deregulation 158:13 derived 155:11 183:16 240:18 derives 71:11 deriving 485:5,7 derogatory 472:16 describe 23:4 describes 45:13 DESCRIPTION 5:12 6:2 designated 262:4 286:9 despite 291:2,3,3 291:4 destination 146:9 destinations 371:9 373:14 detail 200:12 details 136:6 453:6 477:10 determine 15:17 18:12 221:2,5 221:20 determining 172:1 develop 153:13 159:1 179:7 180:7,20 developed 154:8 264:11 developing 158:1 158:20 179:14 195:7	device 47:19,19 47:22 48:7,11 48:13,17 205:5 devices 196:4 205:4 329:15 devoted 157:16 Dhabi 318:21,21 DHL 103:8,9,10 diagram 308:4 didn't 15:9 56:21 60:9 71:5 81:8 83:10 113:15 150:15,17 151:20 182:13 184:20 186:22 188:13 218:2 263:16 264:16 276:6 288:1 289:17 312:11 352:6 354:14 364:18 390:9 406:8 432:19 436:7 444:5 448:8 470:7 475:17 died 49:19 202:18 difference 41:7 41:11,12,13,17 139:1 364:1 different 11:18 46:11,16 54:20 61:6 84:20 102:6 118:19 118:20 127:12 135:13,18 138:8 155:1 159:14 164:1 197:11 206:16 210:3 226:6,9 240:13 258:14 269:10 283:10 289:21 299:16 299:18 373:14 373:14 374:2 396:10 417:16 464:21 465:2	474:15 495:1 differs 24:18 Digital 1:20 7:19 497:19,20 498:1 499:1 dimes 360:1 dinner 385:7 393:9 394:1 402:14 diplomat 266:6 direct 168:12,13 178:11 259:21 276:13 280:5 326:12 directed 403:4 direction 75:8,21 76:8 78:11 91:3 93:20 94:12 142:20 145:6 169:7,10 186:16,22 254:19 326:3,7 336:22 370:8 378:5 438:4 458:2 directly 35:18 66:5 78:19 301:11 370:7 396:3,20 456:10 director 11:21 58:9 62:14 63:9 64:21 65:2,16 66:17 67:11 103:8 133:17 287:20,21 288:2,3,4 302:8 303:2 389:19 directors 51:14 53:5 dirty 251:3 disagree 127:20 372:20 disappeared 202:20 215:7 disastrous 215:6 disbelieve 404:21
--	--	---	---	---

disclose 277:6 380:17 388:12 406:8 458:15 disclosed 205:11 213:14 290:19 292:18 309:7 323:20 374:9 383:15,21 406:6 446:19 disclosing 88:13 disclosure 172:19 201:10 203:12 253:19 291:6 483:19 discontinue 228:1 discovered 426:8 discretion 190:3 discuss 209:15 312:19 391:8 391:20,21 discussed 167:13 191:18 240:17 325:9 discussing 465:5 discussion 124:17 163:15 166:15 316:16 320:10 325:12 disguise 341:7 disintegrated 249:11 dismissed 346:12 346:14 dispute 10:14 dissect 356:12,12 disseminated 163:18 190:14 disseminating 217:20 dissemination 238:2 distinction 11:10 353:14,20 354:11 distribute 384:5 436:4 462:4	distributed 33:10 District 1:1,2 7:6 7:6 divest 38:4 divide 52:17 DLA 60:16,21 62:6 213:6,10 242:11 DLA's 214:19,20 document 6:7,21 12:21 13:10,17 14:1 15:1,3 17:1 18:7 19:14 21:3,11 22:2 24:13,17 25:8 25:16 30:2,12 30:15 43:4,5,18 56:1 74:19 85:16 86:18 87:6,12,15 89:21 91:22 94:4 95:4,15,19 99:15 101:4,7 106:8,14 107:21 110:12 110:13,14 114:20 118:10 122:8,18,19,21 124:6 125:8,10 125:14,18 126:1,10,17 127:5,19,21 128:1,7,15 129:10 130:5 131:16 132:1 133:8 134:16 140:15,16 142:11,19 151:17 152:4 152:12 161:1,2 162:15 163:17 164:7 168:17 173:3 177:1,3 177:12,18,21 184:22 185:11 185:12,21 186:7,10,17,18	187:10,11,13 189:6,12,14 190:6,22 191:5 191:10,15 194:12 195:3 195:19 198:20 198:22 199:3,9 199:13 205:14 206:13 212:4 216:12 220:11 223:1,9 230:5,8 230:13,21 233:20 241:16 242:3,8 243:13 246:14 254:16 257:4 262:10 263:1 267:22 268:12 269:3 277:21 278:6 282:17 283:10 284:11 286:5 286:16 288:7 288:15 293:17 306:7 309:18 315:14 317:12 318:3,9 320:11 320:17,20 324:9 334:4 335:10 336:5 336:14,16,19 336:21 337:3 344:6 347:18 351:7 358:8 365:11 367:6 372:6,16 374:1 382:1,13 394:10,16,19 395:4 397:12 397:16,18 405:14 407:19 408:17 409:5 409:10 411:4 412:6 413:1 414:16,19 415:9,11 431:9 450:13 451:7,8 451:14 453:18	454:2,6,7,10 458:5 459:5,11 459:16,20 460:21 461:6 461:10 464:7 464:15 465:11 493:6 documents 18:2 21:5,8 29:20 42:6,22 43:17 57:2 75:1 82:13 88:20 89:9,13 90:10,20 91:7 91:11,21 92:7 92:13,21 93:17 94:1,9,18 99:22 100:9,19 102:13 106:4 106:10 107:16 107:19 108:9 109:21 110:3,8 127:6 148:17 149:3 168:14 172:21 173:3,4 185:2 202:22 209:10,15 222:18 233:4 246:3 271:1,7 272:8 273:10 273:20 274:4 279:10,19 280:12 288:9 289:6 290:13 290:18,21 292:2 298:5,10 308:17 319:13 320:5,8,13 358:3 379:14 380:1,5,17,20 381:13,15,18 382:2,4,14,19 384:16 431:5 431:12,18 432:7,13 433:5 435:2,4,15,15 435:22 436:1,4 436:11,17,20	437:2,5,16 438:3,8 441:9 441:19 442:1 442:10,15 443:8,16 444:11,14,21 451:5 467:3,15 469:7,16 471:14 472:1,7 495:5 dog 286:1 doing 34:19 60:21,22 61:4,7 61:16 63:3 84:16 105:11 136:21 155:12 156:1,5,22 158:14 197:5 200:18 218:8 224:19 236:4 238:5 251:2,6 280:8 289:8 292:16 310:19 318:14 367:21 368:2 438:4 478:1 488:5 dollars 198:6 236:16 251:12 376:17,20 449:2 Dominic 390:19 408:10 409:19 don't 11:2 37:10 42:11 43:21 46:7 52:3 56:10 56:13 63:21 65:10 66:9 86:2 94:14 96:14 103:15 105:21 114:21 117:16 118:9,12 119:13 120:19 121:11 123:21 129:21 130:18 136:5 138:19 138:22 139:10 148:5 150:7
--	--	--	--	---

154:20 160:5 165:20 173:10 200:12 230:18 235:4 253:9 296:3 297:2 299:8 306:8 310:17 315:5 341:4 348:2 352:15,19 354:8 377:3 378:22 379:12 381:10 388:22 408:6 415:20 416:5 417:8 422:19 425:13 425:20 426:9 460:15 471:19 473:4 474:14 481:12 486:8 dormant 147:13 Double 425:9 double-verifica... 425:15 download 441:8 471:4,9,10 downloaded 471:7 dozen 251:1 dozens 156:12 456:21 Dr 133:19,22 346:6 draft 405:4 drastically 484:17 drawing 230:7 dried 173:5,16,19 174:10 197:6 253:21 291:13 drive 479:21 driver 305:16,18 305:19,19 dropped 484:17 484:19 dry 371:11 Dubai 454:14,20 dull 214:1	duly 8:14 496:9 duplication 242:4 dwindling 314:18 dying 49:18 dynamic 452:1 <hr/> E E 3:1,1 5:1,11,11 6:1,1 175:1,1 496:1,1 Eagle 157:14,14 earlier 70:1 155:9 159:8 228:6 337:4 439:14 early 10:9 136:7 East 112:5,6 116:11 117:8 121:4 146:7 156:11 190:1 190:10 191:5 311:2 317:15 economic 203:7 204:8 205:9 213:13 234:2 253:18 483:18 484:9 491:5 educate 82:1 154:21 331:9 education 249:2 educational 252:13 effect 4:15 effectively 262:15 efforts 228:2 266:2 423:22 EGF 268:19 eight 329:5 EIM 257:9,11 either 16:2 26:20 29:7 51:12 62:1 63:11 64:14,18 74:8 83:10 108:17 114:6 116:12 117:11	146:21 162:1 170:3 246:2 253:15 280:14 295:19 302:19 307:3 376:9 387:1,16 402:7 413:21 418:13 424:21 429:20 446:13 469:22 475:6 electronically 497:21 elements 430:16 else's 43:16 EMA 6:6 58:1,13 58:15 59:6,9 65:7 68:15 212:2,16,19 292:16 306:15 306:17 307:2,3 307:8 315:12 315:15 324:18 327:3,20,20 328:1,7 331:15 332:3,5,9,14 372:1,5,17 EMA's 213:14 324:6 email 6:16 192:4 206:7 211:20 212:18 215:16 219:8 220:2 229:21 232:3,6 234:16 244:17 254:1,8 255:5,8 256:11 265:2 267:4 272:4 282:4,10,20 286:16 295:4 297:8 301:16 313:17 323:3,9 339:8 341:11 343:13 346:19 347:19 350:4 352:11 356:22 360:13 364:12 366:9,15,21,22	390:19 400:14 410:11,15 411:2,2,12 422:18,20 434:14 435:3,4 435:11 436:1,2 436:7 emails 173:2 290:14 291:2,2 348:3 413:4 422:22 425:16 434:19 435:16 442:7 470:8,12 Embraer 221:1 Emirate 138:16 138:17 emirates 111:16 111:17 136:3 274:4 318:19 employed 231:21 407:20 employee 117:11 228:20,22 231:9 232:1,8 232:10 257:10 301:11 303:8 407:12 419:16 employees 51:11 51:12 53:3,8,10 57:10 107:7 108:2 113:14 113:16 114:9 116:1,17 117:4 137:9 198:2 324:4 389:22 417:4 419:22 endangered 209:5 endeavor 250:17 ended 28:1 34:18 147:21 148:13 203:5 enemies 173:11 294:15,16,17 engage 78:18 319:4 Engagement	403:1 England 156:17 English 14:17 124:15 375:13 448:5 Enkiya 276:4 361:7 enlighten 430:18 ensure 266:2 286:4 335:3 358:10 enter 171:15 317:18 387:22 388:10 entered 37:15 63:20 171:17 317:17 329:7 478:6 entering 346:12 Enterprise 312:20 313:9 Enterprises 312:13,15 entire 125:18 127:21 128:1,7 174:4 180:16 193:18 201:18 202:1 211:10 231:18 291:11 329:10 352:8 362:12,15 439:19 441:15 486:17 entirely 115:18 273:16 447:12 entirety 130:10 268:17 351:1 451:22 470:4,5 entities 57:2 75:13 76:1,12 339:18 entitled 16:13 31:15 134:5 177:4 230:21 450:15 462:9 entity 27:7,9 29:5 31:7 37:21 53:7
--	---	--	---	--

53:8,9,10	221:2 225:15	executive 11:21	201:11 203:12	360:11 362:8
135:13 139:8	evaluation 78:12	156:9 339:17	203:12 204:3,9	363:13,21
172:12 269:13	91:17 221:13	455:2 457:2	204:17 205:11	364:15 365:6
269:15,22	224:1,5 243:21	exhibit 5:13,21	206:3,17	365:22 366:6
274:21 321:8	244:1	6:3,6,10,13,16	207:22 208:12	367:5 368:17
321:12,18	evaporated 34:20	6:20 12:10,11	209:11 211:7	369:8 370:3,12
environment	everybody 24:9	20:9 21:3,11	211:15,19	372:1,4,5 373:9
209:5 494:19	88:21	22:2 29:14	212:18 213:9	373:19,21
equipment 36:9	evidence 1:20	30:11 69:14	215:13 216:13	389:4,9 394:10
181:5 251:11	7:19 96:13	84:7 85:12 95:9	217:20 219:7	394:11,13,21
347:13 362:3	385:16 393:22	95:10 97:10,14	219:15,21	400:9 405:17
equity 155:7	403:15 404:6	98:11 103:2	220:12 222:1	405:19,20
311:14	432:17 497:19	123:7 124:11	222:10 223:9	406:20,21
errata 497:11	497:20 498:1	130:10,15	224:6,10	407:4 408:8,12
498:11 499:6	499:1	131:7,13	225:18 227:5	408:15,18
escalate 345:3	exact 29:9 99:8	132:16 134:18	229:17 232:16	410:11,15
escalated 344:3	99:17 100:16	137:6 140:10	232:22 233:16	412:4,5 414:5
344:12	123:19 243:17	140:13,22	234:1,3,7,12	414:19 450:8
escalation 345:18	302:14 315:5	141:4,6,17	237:13 238:3	452:6 453:14
escapes 488:22	361:19 370:18	142:12 149:5	239:19 240:22	455:12 460:10
especially 197:5	424:10 444:18	149:17 150:2	243:10 244:6	460:18 464:4
ESQ 3:6,8,15,17	488:10	150:21 151:17	244:15 245:4	464:17 478:15
3:19	exactly 52:3	152:1 153:14	252:14 253:19	478:17 493:3
essentially	65:10 68:9	155:5,10 156:3	254:2,8,8 255:2	exhibits 119:4
248:15 310:8	105:22 112:8	158:3,11,21	256:5,9 262:18	123:20 172:13
establish 189:22	200:8 309:18	159:6,14 161:5	264:14,18,21	173:22 233:22
208:17 237:6	315:1 333:20	162:8,9,10	265:20 266:22	296:21 370:2
242:21	371:18 418:21	163:1,18 167:5	271:10,11	exist 57:21 114:6
established	478:3	167:17 168:4	272:16 275:4	310:10,11
195:22 273:7	EXAMINATI...	168:10,17	276:20,20	314:15 359:8
establishing	8:17 175:8	169:2,16,16	277:22 282:1	363:9 365:15
241:14	430:10 462:18	170:3,3 172:19	283:6 284:20	existed 64:16
establishment	examined 498:7	176:18 179:8	286:14,17	310:9 312:9
139:19 140:4	example 42:15	179:15 180:8	289:5 293:7,10	358:18
estate 488:5	155:16 194:20	180:22 182:2	293:12,18	existence 58:21
489:2	198:3 299:17	182:19 183:5	294:9 295:15	482:15,21
estimate 492:5,7	Excel 220:3	183:17 184:9	296:9,10 297:4	483:6
492:18,19	Excellent 214:4	185:4 186:15	297:13 301:13	existing 54:22
et 200:11 248:3	exception 369:1	186:20 187:4	303:17 307:21	245:15 487:16
268:11 290:15	exchanged	188:1,22 189:1	310:1 313:13	exists 295:19
298:20 368:21	277:17 437:16	190:14,19	316:5 322:7	357:17
497:3 498:4	excuse 130:12	191:14 192:4	325:6 332:22	exited 312:5
499:8	165:19 357:7	192:11,13	334:11 335:13	expansion 190:10
Europe 69:10	401:12 409:8	194:3 195:9	339:4,5 343:4	191:20 194:6
156:11	execute 112:3	196:8 197:1	344:9 346:16	244:20 246:6
evacuation 215:6	executed 116:17	198:12,16	349:2 350:1	267:4,19 272:5
evaluate 164:14	428:19,21	199:1,2 201:10	355:1 356:15	277:4

expect 108:19 340:11	120:3 149:3 167:14 176:13	52:15 59:10,12 59:15 60:13	227:7 232:13 241:22 252:22	file-stamped 396:17
expectation 314:7	176:14 179:6 187:22 201:4	104:5 110:1,2,6 210:8 211:4	253:7,13 258:8 261:9 262:9	filed 13:17 15:18 375:8 389:10
expectations 142:2 160:17	280:15,16 297:4 333:17	256:21 257:1,5 301:21 323:22	263:11 270:14 286:3 289:4	389:15 396:10 462:21 463:3,6
expend 156:1 179:6 246:8	335:2 377:11 377:17 379:21	326:11 357:1 366:18	301:2 303:9 306:15 310:1	463:10,14 files 109:16
expended 153:11 195:7	388:3 402:6 411:7 427:1	Fadill 257:5,6,9 323:22	314:7 315:15 325:15,17	filing 4:5 450:6 filled 146:16
experience 89:22 90:2 151:10	429:11 469:15 external 152:16	fadill@eim.ae 256:20	327:7 328:2,9 328:13 329:3	final 37:14 267:15
158:6 178:13 179:1 183:14	extract 394:2	failed 173:12,13 173:17 319:5	332:2,16 349:3 351:13,18	finance 143:2,3,7 143:15,19,20
208:20 327:12 327:16 431:19	F	fair 42:5 72:21 77:11 82:16	352:3 358:9 362:9 363:5	144:18 163:2 163:10 164:1
432:1,6,11 451:11 454:11	F 5:11 6:1 8:13 175:1,6 496:1	196:15 209:8 246:22,22	365:7 366:2 368:18 369:22	180:14 financed 194:5
455:9 456:16	FA_MDNC_00... 372:6	297:2 324:14 332:21 393:15	370:6 390:2 392:3 409:13	finances 181:4 financial 31:16
expertise 246:7 454:11	FA_MDNC_00... 6:8	437:10 468:18 478:12	424:6 474:16 474:19 496:8	31:18 78:12 82:10 86:14
explain 14:19 19:5 41:13 47:3	FA_MDNC_01... 5:22 293:14	fairly 321:22 falls 191:20	497:1,3,4 498:4 498:5 499:8,9	87:1,3,5 88:22 89:3 90:10
48:20 118:6 222:16 249:4	FA_MDNC_01... 6:4 296:12	false 390:1 391:2 391:7	fashion 203:4 fast 167:22	126:3 128:13 130:2 134:19
262:13 295:9 304:12 375:6	Facebook 449:12 facilities 444:7	familiar 30:11 46:8 52:18	250:14 252:3 favor 95:21	135:9 141:5 142:13 144:16
explanation 464:19	fact 18:8,12 95:22 125:1	54:17 58:1 62:17,20,22	FBI 446:19,22 447:9	149:7 159:9 160:10 164:22
exploration 36:10	145:9 210:16 242:12 247:3	64:5 65:3 66:7 66:11,21 67:18	FCE 30:9 feasibility 244:19	165:8 166:6,13 170:20 172:1
exported 251:12 express 398:15	257:18 262:18 293:8 308:12	184:19 411:1 familiarity 66:10	February 225:18 319:8 390:19	175:16 177:6 229:21 268:1,2
497:22 extended 368:7	327:3,11,15 328:1,6,8	family 38:7 173:4 176:4 291:3	410:21 federation 235:9	275:7 279:1,2 334:13 343:13
extending 368:7 extension 367:20	330:13 332:13 365:19 380:4	298:18 far 123:4 221:18	235:12,21 237:1	450:18 financials 78:10
367:21 368:3 extensive 221:19	479:16 factor 11:6 203:3	Farhad 1:3,13 2:4 5:2,14 7:2,3	feel 352:16 468:20	121:13 150:5 350:13 453:22
455:9 457:5 493:21	factories 491:2 factory 62:18	12:12 14:2 17:18 30:4	fell 341:15 fellow 348:18	financing 145:2 149:11 155:8
extent 20:14 71:9 75:20 94:22	63:14 490:15 490:19	50:22 51:1 181:18 198:8,9	ferry 223:19 fighting 406:4	178:8,9,10 200:10 208:10
104:21 105:8 108:21 114:4	facts 23:4 214:19 369:14 432:17	200:21 201:14 201:16 205:10	figure 83:17 115:13 292:12	208:14 209:13 209:15 277:4,8
116:15 117:14 117:19 118:1	factual 17:20 Fadi 51:16 52:14	208:9 211:5	file 396:12	280:7 486:10

487:6,13,15 488:2 find 31:13 127:2 170:12 187:11 262:17 264:15 301:22 391:22 392:10 393:4,7 393:17 447:14 fine 101:2 113:6 120:8 123:19 192:21 248:11 317:4 339:2 finish 9:10 26:9 101:9 131:14 181:8,13 230:16 260:10 264:6 317:1,10 325:19 375:19 390:9 finished 181:17 351:10 fired 472:21 fireproof 109:17 firm 145:10 245:22 286:7 385:16 386:16 387:2,2,17 392:13 413:22 413:22 first 5:16 11:6 12:14 13:20 14:6 30:11 48:3 68:5 69:13 98:22 124:12 125:12 131:18 138:22 139:2 141:20 158:12 158:13 159:16 160:9 177:2,19 220:18 231:6 284:12 316:19 329:13 361:10 373:21 399:6 399:11 404:19 407:17 410:3 426:1 453:21 454:13,17	455:3 459:9 482:13 fiscal 31:19 189:9 Fisher 68:1 fit 221:21 Fitzgerald 152:22 166:2 308:1 five 102:4 133:2 133:10 214:13 221:3 298:4 344:1 345:17 429:21 439:3 five-star 69:13 flag 247:16 flap 48:5 flaps 48:1 flavors 360:21 fleet 216:19 224:8 328:2 339:8 346:19 348:5 flies 183:21 flight 248:3 flip 394:14 457:16 458:3 floats 183:22 Florida 37:15 496:2,7 flow 345:17 flown 225:12 fly 146:11 225:10 249:22 347:15 FOBs 305:1 focus 221:15 folks 111:6 383:8 follow 27:13 417:5 419:17 460:3,5 followed 48:2 following 31:15 84:4 405:16 479:17 follows 8:15 175:7 Food 64:6,18 forbidden 497:21	force 4:15 221:6 221:8 223:22 225:15 241:6 241:10 487:7 487:11 forced 464:18 487:12 forces 360:2 forecast 82:10 86:14 87:1,3,11 87:20 88:17 89:4 130:3 134:18 135:10 141:5 142:13 144:16 148:3,4 159:9 160:10 165:8 166:14 169:21 170:20 177:6 192:6 193:2 194:2 229:21 267:5 272:5 275:7 316:8 317:14 334:14 343:14 450:16,18 455:5 forecasted 189:4 197:14 forecasting 360:13 forecasts 87:5 88:13,16 89:1,5 89:6 90:11 91:16 126:3 134:10,19 164:22 166:6 169:18 172:1 foregoing 17:21 498:7 foreign 305:19 forget 73:5 352:19 forgot 7:11 form 4:9 87:6 153:16 172:4 259:6,16,17 436:5,14	437:12,18 438:5,15,15 443:9 formation 76:21 78:3 106:11,16 139:6 180:1 formed 73:22 80:2 136:5 158:12,13 162:2 189:18 former 200:16 235:18 249:9 265:16 407:12 formerly 103:7 449:12 formula 304:19 forth 145:18 269:11 306:19 344:18,18 371:22 496:9 forward 122:10 191:19 229:9 291:12 305:2 318:12,15 497:11 forwarded 207:4 forwards 210:7 found 158:2,21 183:3,16 284:3 325:5 375:15 449:13 foundation 104:1 121:19 132:3 134:7,15 135:13 297:12 309:15 322:13 327:19 328:12 331:17 356:2 368:14 370:5 404:10 409:1 426:14 four 102:4 133:2 197:10 250:11 289:11 329:10 439:3 frame 363:16 France 251:6	Frank 275:14,15 free 138:10 139:18,20 140:3,4 262:5 294:5 freighter 251:21 friend 265:14 266:7 348:18 friends 294:14 348:22 front 110:13 130:7,12,13 185:10 198:20 199:11 229:16 239:22 254:12 283:14 294:4 327:1 394:10 450:9 478:22 fruition 237:14 fuel 47:14,17,21 48:5,7 49:15 204:5 205:3 259:13 305:18 fuel-saving 205:5 205:6 fulfilled 241:11 full 20:14 335:2 fully 9:12 fumbles 493:6 function 345:18 345:20 fund 311:21 321:4 fundamental 184:1 further 4:7,11 462:18 496:13 future 245:17 308:20 309:5 453:12 FZ 30:8 31:1,6 138:10 FZC 26:21 138:18 141:11 142:4,10,14,17 159:9 160:19 161:8 162:6,10
---	---	---	--	---

162:13	171:7 184:22	244:8 262:21	225:15 245:22	345:10 356:14
FZE 26:21 28:21	185:3,5 186:10	331:10 413:9	247:18 249:14	362:4 366:5
30:5 135:19	186:11 222:2	434:2 438:13	264:18,19	372:3 379:11
136:13 138:9	269:2 271:1,6,8	448:8 491:5	271:10 296:19	392:1 393:8
139:18 140:16	272:9 273:21	given 38:6 145:7	316:21 318:12	408:13 409:3
140:18 141:11	279:11,20	172:15 187:20	326:20 349:9	410:10 412:19
142:9 148:9	280:13 288:10	193:4 262:15	360:16 361:1	415:8 439:19
162:10,16	generates 89:12	339:19 496:12	372:22 373:1	447:13 472:10
G	gentleman	498:10,13	373:21 387:10	going-forward
G 311:19	384:19 389:11	gives 42:21 90:8	390:13 393:8	221:3
G-i-o-r-g-i	geographical	giving 420:21	402:22 407:3	Golden 157:14
338:11	220:19	464:19 486:21	408:15,16	157:14
Gabala 62:18	George 231:14	glad 406:1	467:6 469:12	good 16:3 47:12
63:14	George's 206:18	glanced 373:11	493:9	81:20 83:18
gain 361:22	206:22	Global 35:16,17	God 246:18	226:16 230:6
gained 494:15	Georgia 33:4	36:4 37:5,13	God's 107:12	322:18 406:13
games 129:10	60:2 172:5,8	75:14 77:16	431:4 443:6	432:21,22
gamesmanship	219:11 221:21	78:5,8 120:2,12	goddamn 128:22	433:11
95:14	223:15,19	177:8,11 185:1	goes 109:18	goods 371:11
gander 432:22	227:10 228:2	185:5 186:9	185:22 216:3	goose 432:22
Ganesh 68:21	231:16,19	196:18 200:4	244:10 247:16	433:12
276:3 277:2	232:10 233:17	205:19 280:2	269:10 271:19	gotcha 9:13
Ganesh's 276:22	333:10,13,16	280:13	391:3 476:15	gotta 296:16
gathered 18:2	335:9 337:20	Globally 248:6	going 9:3,18,22	gotten 202:14
general 19:12	Georgian 223:7	GM 69:9	12:9 27:19	governed 61:15
32:13 33:2,5	338:1,3,8	gmail.com 232:3	29:13 38:20	governing 105:20
57:19 59:4 69:3	Gerrard 341:6	go 9:1 17:11,14	39:3 47:16	497:13
69:4 71:21 72:1	getting 119:1	17:15 23:19	69:21 82:1	government
103:7 120:18	148:8 162:21	25:2 69:14,21	95:14 96:7	32:20 33:1,4
144:2 157:17	214:16 387:13	71:7,22 72:3	97:17 102:7	59:20,21 60:2,3
171:12,20	398:15 399:13	74:22 75:15	114:1 122:6,22	60:5,6,8,10
173:9 228:13	399:14,18	86:1 89:7,8	123:1,6 124:4	61:1,6,8,17
229:10 334:7	Gilan 62:18	95:6,20 96:5,8	128:9 130:9	79:14 178:19
generality 120:19	63:14	96:10,18 97:7,9	131:1 152:12	187:8,15
generalize 102:8	Giorgi 333:6	97:12,21 98:2	153:22 154:21	196:20 197:6,8
generalizing	334:20 338:11	98:17 99:12	170:9,11	199:16 206:9
102:19	give 9:7 10:15	103:2 130:13	178:16 188:21	207:16 216:15
generally 72:16	11:3 27:12,19	130:21 132:16	208:16 211:18	216:18,22
349:14 466:14	28:2,5,7 29:21	140:1 145:1,4	225:10,14,14	217:10 218:1
generated 75:2	41:19 42:14	146:3,16,21	228:12 230:20	223:7 227:14
82:13 89:10	79:9 91:19 95:9	152:12 153:1	244:14 246:8	232:9,11 233:9
90:21 91:12	97:9,22 108:14	155:6,7 160:14	249:18 264:20	233:11 236:11
92:7,14,22	129:19 147:15	168:8 182:13	266:21 276:14	238:5 256:13
93:18 94:1,10	147:15 170:13	192:16,22	276:15 285:10	287:10,12,13
94:17 100:1,9	174:5 190:22	207:20 208:17	293:6,9 305:13	287:15 288:5
100:19 102:14	214:20 227:15	209:16 216:21	306:3 316:4	298:20 301:17
	228:4 236:22	217:14 219:3	338:1 343:3	313:18 318:18

318:19,20	H.C 166:1	147:10 225:7	HeavyLift 25:15	255:7 256:14
319:2,2 321:3	Habaab 67:19	242:17 311:17	25:19 26:4,16	257:22 263:2
323:10 335:7,9	hack 384:4 397:2	380:7,9 439:11	26:16,17,20	263:12,20,21
335:15,17,20	417:18 423:22	happens 115:19	27:1,3,4,11,14	265:4,8 267:6
350:5 356:18	425:1 426:2	178:11 475:12	27:16,18 28:5	267:12 268:7
358:14,16	hack-for-higher	happy 123:5	28:13,20 30:4,8	268:21,22
359:21 366:10	449:6	304:4 328:20	30:16 31:8	269:2,5,7,8
447:1 472:11	hack-for-hire	hard 268:18	32:10 34:11,19	272:7,14,15,16
government-to...	392:13 449:13	330:18 483:3	35:3 74:8 75:16	272:18,21
319:3	hacked 173:2	harm 211:12	76:12 80:13,13	273:6,10,16,18
governmental	378:5 391:10	289:12 290:17	81:2,4,14,16,18	273:21 274:10
239:7 458:17	392:12 397:3	364:11 390:22	82:4,11,19,20	274:12,18
governments	416:7,22 417:3	harmed 196:16	84:1,10,13 85:7	279:15,17,20
32:14 33:2,5,8	417:10 420:16	197:12 201:9	86:16 87:1,4,14	280:1,19,21
33:15 280:9	hackers 378:3	201:15,17,19	87:20 88:10,13	281:10 282:7
Gracian 426:11	393:13 416:10	202:3,5 211:5	101:21 102:14	282:13,15
426:19 427:7	417:20 482:8	227:8 289:4	111:13,15	283:1 287:1,3
gradual 314:21	483:7	291:5 297:20	112:20 113:13	287:16,19
Graham 256:19	hacking 172:20	364:13 439:7,8	114:7 116:12	288:11,14
Grand 69:10	174:2 393:3	443:21,22	116:18 117:9	289:1,2 292:14
grant 35:7	395:8 407:21	444:1 484:5,6	117:11 120:20	302:8,19,19,21
granted 454:16	418:10 436:7	harmful 9:9	121:2 131:11	308:7,12,14
great 16:22 19:18	449:18 463:4	366:1 443:20	134:19 135:17	310:9,10
93:9 95:17	472:9 493:1	Hart 217:9,9	135:18,20	319:12 339:10
129:16 331:7	half 251:1	Hartzell 245:2	136:1,8,9,12	343:15 346:7
354:22 402:8	hallmark 215:1	284:22 286:12	137:13 138:7,8	346:20 347:16
488:8	hallmarks 263:5	286:18	139:4,17	348:6,13
green 271:14	263:21	Hawker 57:14	140:12,22	349:10,12
grounds 397:10	Hamad 454:19	he's 265:16	141:8,9,15	457:3
group 1:20 7:19	hand 97:13,20	344:11	142:3,8,13,17	HeavyLift's
65:11 107:14	192:19 268:7	head 9:18 83:21	143:4,8 144:19	88:19 146:1
497:19,20	496:19	216:7 236:20	145:14 146:12	147:6,10,20
498:1 499:1	handed 98:10	430:22 454:19	147:2,15,19,21	148:9,16,18
grouped 263:21	handful 248:10	headache 197:15	148:2,13,19	163:10 254:18
guarantee 456:2	248:14	hear 11:7 123:5	152:6,8,11	258:8 269:1
guarantees 317:8	Handing 372:14	399:20	153:14 159:9	274:7 319:13
guarded 109:4	479:4	heard 38:12 97:1	160:10,13,19	held 2:5 7:10,13
guess 245:9	handle 63:5	97:2 235:16	161:8 162:5,18	456:21 457:4
305:13 323:21	419:5	322:3 349:21	163:3 164:5	hell 201:21
383:11 428:9	handled 79:1	380:2 385:1,13	165:1,3 166:12	401:21
guys 128:19	handling 419:14	387:8 400:7	167:9,12	help 61:13
192:21 340:4,6	hands 313:9	415:15 446:9	171:16 172:4	354:15 370:18
393:10 406:3	366:1	449:16,19	234:18 237:16	431:4
<hr/>	happen 27:22	450:2	244:22 245:12	helped 143:13
H	153:3,9 217:16	hearing 467:19	245:15 246:10	helpful 283:15
H 5:11 6:1 8:13	218:6 359:13	467:21	246:10 253:15	Henke 275:15
175:6	happened 137:1	heavy 311:7	254:18,21	Herbert 3:8 5:4

8:3,3 123:14,22 389:16 410:13 430:8,11 431:17 432:19 433:9,13 434:10 435:21 437:8 439:21 440:1 441:7 443:10 445:8 445:19 449:10 450:7 453:17 453:19 457:12 457:20 459:8 461:13,18 462:2,12 464:10 466:12 466:20,22 467:2,12 469:19 473:2 473:15 474:4 474:11 476:1 476:10,21 477:17 478:9 478:15 479:2 480:6 482:6,17 482:22 483:12 483:15,21 484:14 485:19 486:12,15 487:2 489:7,19 490:1,8,14 491:9,18 492:1 492:10,15 493:7 494:7,12 Herbert's 467:22 469:6 hereinbefore 496:9 hereto 458:14 hereunto 496:18 hesitate 497:15 hesitation 266:18 HH@fathers.c... 6:18 410:17,22 411:13 higher 486:4 highjack 170:13	highlight 95:22 97:22 245:5 highlighted 98:11,18 99:8 99:21 123:15 123:17 141:17 141:21 159:15 160:2,15 192:1 206:14 316:18 326:19 327:1 343:20 350:9 351:1 362:8 363:12 365:6 367:4 highlighting 123:13 192:12 206:18 245:4 256:7 highlights 98:1 159:17 192:20 highly 88:19 Highness 454:19 Hillsborough 3:13 hire 229:10 481:16,17 hired 145:9 165:22 228:10 228:14 229:5,7 245:19,20,20 245:21,21 253:3 286:8 397:2 419:5 449:21 479:9 481:15,18 482:1 491:17 491:20 history 108:19 hold 39:8 84:15 101:8 115:5 116:19 283:8 330:3 384:11 399:16 408:22 Holden 390:19 408:11 409:19 Holdings 30:8,22 31:6	home 297:1 423:12,15 425:19,20 488:17 honestly 321:22 honorable 393:21 honored 275:2 hope 250:6 322:21 Hostetler 111:3 hostile 209:5 hotel 69:9,13 hotels 69:4 hour 345:6,12 456:4 hours 47:11 159:3 225:11 225:11,12 456:2 HSBC 290:6 Hubert's 469:5 human 420:9 humorous 393:5 393:7 hundred 285:9 285:11 hush 49:3 Hylton 216:1,2,4 216:5,12,14 217:9,19,22 218:5,6,9,13	410:18 412:9 identified 21:2 21:11 22:1,1 23:2,12 70:11 80:17 84:6 85:11 96:3 98:13 101:18 123:9 125:17 127:21 128:7 129:13 176:19 183:4 189:2 192:7 206:4 215:14 219:22 229:18 234:13 234:14 244:16 255:3 256:10 264:22 267:2 275:5 282:2 291:7 293:18 298:4 301:15 309:22 313:13 313:15 316:6 323:5 334:12 339:6 343:12 346:17 350:2 355:20 356:16 360:12 362:17 366:8 431:6,13 432:13 466:14 469:10 473:1 475:9 identifies 198:19 identify 19:20 20:10 23:3 157:22 158:5 158:18 167:7 180:19 195:6 202:13 240:3 241:17 261:15 268:18 287:11 316:8 363:20 364:14 365:4 367:2 368:16 475:19 476:5,6 476:20 477:9 486:14 identity 217:4,4	476:6 ignoring 97:4 Iherbert@milc... 3:9 illegible 230:7 231:1 immediately 289:10 346:11 implemented 329:12 332:19 implied 316:19 imply 376:13 implying 276:18 important 171:11 impossible 196:13 impression 401:1 improper 110:10 improperly 374:9 376:11 376:15 379:7 379:18 381:1 381:20 382:7 383:4 in-house 118:5 in-transit 329:14 inability 28:7 inappropriate 101:14 129:7 404:17 Inaudible 289:7 Inc.'s 197:13 incentive 491:6 incident 211:9 inclined 440:14 include 33:3 192:6 203:11 350:14 386:15 469:9 472:22 included 18:7 196:8 259:6 325:14 373:18 395:7 447:9 473:4 includes 305:16 308:3 379:22
---	--	--	---	---

including 23:6 44:13 75:13 194:20 288:10 288:21 375:13 378:1 383:7 384:5 403:5 472:19 484:22 497:21	172:22 178:13 184:2 194:17 195:22 196:11 431:20 432:2 432:12 437:15 451:11 454:15 455:9 456:16	252:20 254:1,7 254:17 256:12 257:18 258:4 259:5,8,18 266:3,19 271:1 271:8 272:8 273:20 277:7 277:13 279:10 279:20 280:13 285:10 288:9 291:17,20,21 293:4 294:10 294:18 295:2 295:10 297:6 298:17 301:17 301:22 302:4 303:16,21 305:11 310:7 310:14 313:5,9 313:17 314:9 315:16 319:14 322:10,11 323:9,14 324:6 324:22 325:5,7 325:13 327:8,9 328:10 331:15 332:16 334:2 341:21 347:7 349:2,12 350:5 350:21 351:14 352:3 353:1,15 353:22 354:4 354:12,16 357:5 358:10 359:10 361:11 361:15 362:7 363:4,11 364:2 364:8,15 365:5 365:21 366:10 367:3,10 368:17 369:8 370:12,15 371:2,6,9,14,15 371:17,21 372:18 373:17 375:2,4 377:12 377:15 378:15	379:22 388:4 388:13 389:1,3 392:18 403:2 411:8 415:7 416:6,15 418:7 419:15 426:3 427:1 431:14 452:18,20 453:9 456:6 457:8,14,18 458:18,19,20 460:20 461:21 462:5,8 465:16 466:15 470:2 475:16 478:16 479:6,8,15,19 479:21 480:5 483:10 485:3 488:6 infused 242:6 inherently 76:4 437:10 initially 482:13 initiated 329:16 Inkhiya 68:22 input 47:20 48:15 75:9,20 91:6,10 94:13 144:15,17,20 151:11 152:4 157:1 163:2 168:12,13 169:7 171:11 176:14,15 177:16,18 178:11 180:2,4 180:8 186:3,5 186:12 190:16 209:9 212:12 220:15,17 240:4 254:19 267:21 268:9 268:14 269:4,4 276:13,21 277:21 278:7,8 278:22 286:19 304:7,8 307:16	308:15,19 318:10 345:13 347:22 348:7,9 367:3 432:6 438:8,11,13 451:7,10 457:17 inputs 248:2 inputted 186:6 280:8 300:12 inside 163:9 installed 47:22 422:6 426:5 installing 329:13 instigate 447:4 instruct 385:14 instructed 5:6 384:3 414:11 instructing 381:4 instruction 381:3 383:17 instructions 9:1 instructs 9:5 instrumental 216:17 insurance 236:3 249:20 Integra 306:10 306:12 integrity 386:14 intellectual 41:9 41:14 44:13,17 71:16 76:20 intelligence 316:9 intended 92:2 152:10 163:18 180:11 213:9 245:18 260:3 261:1,2 265:21 284:13 intent 210:10,19 212:21 242:8 275:17 277:3,6 318:6 intention 173:10 318:14
income 484:16 485:14 486:2,3 incorporated 139:19 incorporation 208:4 incorrect 19:15 19:17 55:17 increase 345:6,11 360:20 increased 362:3 increases 362:5 indicated 280:4 362:11 indicating 26:8 69:18 141:19 159:7 230:10 394:20 408:14 414:21 450:10 452:6 459:11 indicted 207:15 indirect 35:21 individual 41:2 203:8 individual's 297:7 individually 364:11 individuals 11:11 143:20 163:11 186:16 239:20 285:19 378:12 378:16 379:16 404:7 industries 437:9 industry 75:10 90:1 154:13 155:13 157:3	infamous 180:18 informal 403:6 information 17:20 18:1,1 31:20 32:5,7 33:8 35:5 75:2 82:13 89:9 90:21 92:7,13 92:22 93:17 94:1,9,19 100:1 100:9,19 102:13 109:15 109:18 125:4 135:2 148:17 151:1 152:3,7 153:13 155:4,5 164:9,11,18,20 165:2,7,9 166:7 167:19 169:13 169:17 170:7 172:13 173:22 174:6 175:11 175:16,21 176:3,5,6,8,10 179:7,14 188:8 191:6,14 195:8 196:22 197:4 203:2 206:8 207:4,21 208:8 208:12 210:17 210:22 211:11 211:14,16 212:2,7,11,17 213:8,14 222:7 222:8 223:11 224:2 225:4,6 228:9 232:15 232:18,22 237:3 238:2 245:7 247:22	252:20 254:1,7 254:17 256:12 257:18 258:4 259:5,8,18 266:3,19 271:1 271:8 272:8 273:20 277:7 277:13 279:10 279:20 280:13 285:10 288:9 291:17,20,21 293:4 294:10 294:18 295:2 295:10 297:6 298:17 301:17 301:22 302:4 303:16,21 305:11 310:7 310:14 313:5,9 313:17 314:9 315:16 319:14 322:10,11 323:9,14 324:6 324:22 325:5,7 325:13 327:8,9 328:10 331:15 332:16 334:2 341:21 347:7 349:2,12 350:5 350:21 351:14 352:3 353:1,15 353:22 354:4 354:12,16 357:5 358:10 359:10 361:11 361:15 362:7 363:4,11 364:2 364:8,15 365:5 365:21 366:10 367:3,10 368:17 369:8 370:12,15 371:2,6,9,14,15 371:17,21 372:18 373:17 375:2,4 377:12 377:15 378:15	379:22 388:4 388:13 389:1,3 392:18 403:2 411:8 415:7 416:6,15 418:7 419:15 426:3 427:1 431:14 452:18,20 453:9 456:6 457:8,14,18 458:18,19,20 460:20 461:21 462:5,8 465:16 466:15 470:2 475:16 478:16 479:6,8,15,19 479:21 480:5 483:10 485:3 488:6 infused 242:6 inherently 76:4 437:10 initially 482:13 initiated 329:16 Inkhiya 68:22 input 47:20 48:15 75:9,20 91:6,10 94:13 144:15,17,20 151:11 152:4 157:1 163:2 168:12,13 169:7 171:11 176:14,15 177:16,18 178:11 180:2,4 180:8 186:3,5 186:12 190:16 209:9 212:12 220:15,17 240:4 254:19 267:21 268:9 268:14 269:4,4 276:13,21 277:21 278:7,8 278:22 286:19 304:7,8 307:16	308:15,19 318:10 345:13 347:22 348:7,9 367:3 432:6 438:8,11,13 451:7,10 457:17 inputs 248:2 inputted 186:6 280:8 300:12 inside 163:9 installed 47:22 422:6 426:5 installing 329:13 instigate 447:4 instruct 385:14 instructed 5:6 384:3 414:11 instructing 381:4 instruction 381:3 383:17 instructions 9:1 instructs 9:5 instrumental 216:17 insurance 236:3 249:20 Integra 306:10 306:12 integrity 386:14 intellectual 41:9 41:14 44:13,17 71:16 76:20 intelligence 316:9 intended 92:2 152:10 163:18 180:11 213:9 245:18 260:3 261:1,2 265:21 284:13 intent 210:10,19 212:21 242:8 275:17 277:3,6 318:6 intention 173:10 318:14

intentions 142:1 160:17	191:19 206:11 210:2 234:19 241:6,10	invest 172:2	292:10,21	314:10,11
interest 23:7 37:4 37:12 38:1 40:17 76:6 119:10 165:11 166:12 171:16 172:9,10 177:10 189:16 205:22 218:10 229:1 273:6,15 274:17 365:12 385:22 386:6 386:19 398:14 456:20 457:1	244:22 255:7 256:15 265:5 267:7 272:7 273:11 282:7 283:1 290:4 301:9,19 303:5 306:5 313:20 323:11 339:10 343:15 346:21 350:7 366:12	invested 236:17 investigation 447:4 472:12 investment 145:10 149:13 149:16 150:1,8 152:21 166:1,5 245:22 286:7 321:9 investments 167:10,13 investor 282:5,12 282:21 285:13 investors 149:19 150:9 308:8,13 involved 11:6 12:3,7 16:11 39:3 49:2 75:7 112:6 132:8 143:4,7 197:18 200:9,10 209:6 214:21,22 318:21 324:13 324:21 325:12 329:4 395:8 408:4 478:4 479:14	it's 26:20 101:14 125:5 288:6 301:20 324:6 484:18 iterative 438:18 ITV 329:13 Ivanoff 236:20 Iveco 67:21 Iyer 255:9,10,13	315:7 317:16 317:20 318:12 324:17 337:5,7 337:9,21 338:3 477:5 jointly 63:4 joking 230:11 Jonathan 242:13 Journal 472:20 judgment 37:15 376:5 juice 360:5 July 313:21 395:3 June 396:21 480:4 481:19 Juraev 68:3 211:20 jurisdictions 349:7 justified 352:11 Justin 3:15 8:5 352:14 justin.kaplan... 3:16
interested 333:1 472:16 496:16	Internet 416:12 416:14 439:9	involved 11:6 12:3,7 16:11 39:3 49:2 75:7 112:6 132:8 143:4,7 197:18 200:9,10 209:6 214:21,22 318:21 324:13 324:21 325:12 329:4 395:8 408:4 478:4 479:14	J	
interfering 346:10	interrogatories 5:16 12:14 14:7 14:12 16:14 23:3 29:15 74:6 75:15 86:13 123:10 176:22 189:3 192:9 206:6 215:15 229:20 233:15 234:14 265:1 267:3 282:3 313:16 316:7 323:8 339:7 464:2	involvement 66:5 273:1 280:6 iPad 416:17 iPads 415:21,22 416:4 iPhone 416:17 Iraq 146:4 265:18 281:4 Iraq's 35:10 ISF 241:4 island 201:6 isolate 352:6 isolated 355:14 ISR 316:10 317:15 318:11 issue 99:4 117:15 118:2 120:8 154:14,15 262:1 292:10	J-u-r-a-e-v 68:4 Jacobs 36:22 184:16 Jamaica 33:20 60:5 216:6,7,16 216:20,21 217:8 218:2 Jamie 339:13,16 341:5 478:7 January 37:14 38:5 243:16 Jason 352:17 Jay 472:20 jet 236:14 jets 311:7 JFJ 35:22 36:3 36:17 37:4,11 74:21 77:20 78:22 79:2,4,7 79:9,18 80:1,2 177:9 184:19 185:3 186:4,5 186:12,13 199:19 200:21 201:3 205:21 364:4 477:1 Jim 36:22 184:16 job 221:11 Joe 111:3 200:8 Johnson 3:22 7:18 joint 58:15 79:11 200:6 234:17	July 313:21 395:3 June 396:21 480:4 481:19 Juraev 68:3 211:20 jurisdictions 349:7 justified 352:11 Justin 3:15 8:5 352:14 justin.kaplan... 3:16
international 25:15,20 26:5 26:16,21 28:20 30:4,9 32:11 35:22 36:18 37:12 51:3,20 66:22 82:12 84:10 86:16 87:14 88:10 104:19 105:6 108:22 109:21 110:7 114:7 135:17,18,21 136:1,9,9,13 137:13 138:7,9 139:4,18,20 140:12 141:1,8 141:9 142:3,9 142:14,17 160:11,14,19 161:8 162:5,19 164:5 166:13 167:9 189:18	interrogatory 15:2,19 19:20 28:16 85:12 96:3,22 98:14 177:5 220:1 255:4 275:6 475:10 interrupt 181:13 interrupted 331:2 interruption 78:4 intertwined 356:11 interviews 403:7 introduce 7:20 introduced 335:19 invented 252:5			K
				K 6:14 407:5 K-h-a-n-l-o-u 54:13 Kansas 489:4,13 Kaplan 3:15 5:3 8:5,5,18 18:16 18:18 19:9 20:18 24:14 25:9,12 30:13 31:4 39:10,14 39:19 40:3,15 69:19 70:7,14 72:21 81:13 83:5 86:10 87:9 87:18 88:18 92:18 93:4,9,13 93:15 94:7 95:16,20 96:9 96:14,17 98:2,9

99:14 101:1,6	315:19 316:3	442:2,12,17	Khaimah 33:1	59:5,9 62:7
101:16 105:4	317:2,6 325:21	443:9,12,18	35:4 111:12,15	64:3,16 65:5,10
108:6 112:17	328:15,18,21	444:4,12,17,22	111:16 116:13	66:1 67:4 68:3
113:2,6,11,18	329:1,20 330:1	445:7,18 446:5	117:8,9 137:16	68:10,11,21
113:22 114:3	330:5,8,11,16	446:11,16,21	138:16 148:19	78:19,20 79:6
114:13 115:3,7	330:20 331:1,4	447:6,11	149:2 317:22	79:19,19 81:18
115:12 119:8	331:18 340:7	448:13 449:3,9	321:8 324:4	81:19 90:2
123:11,18	342:4,12,14,18	449:15,22	369:10	95:11 100:13
124:1,5 128:19	343:8,10 351:2	450:3 451:2,12	Khalilzad 265:12	103:4 105:16
129:11,16,17	352:1 353:12	451:17,21	266:5,17	106:7,13,17
129:21 130:1,6	353:18 364:20	452:17,20	Khanlou 54:13	107:15 108:13
130:11,16,19	365:3 372:9,13	453:2,8,16	Khonsari 68:12	108:16 110:14
131:6,17 134:8	372:15 373:1,8	454:8,12 455:6	killed 428:21	111:10 113:9
135:6,7,14	377:13 378:21	455:10,18	Kim 3:22 7:18	118:13,16,21
136:16 137:6,7	380:3,8,11,15	456:9,12,17	kind 305:20	121:1 122:5,17
140:17 160:5,8	381:4 384:14	457:11,19	382:1	125:1 126:9,19
161:17 162:11	385:10 388:14	459:7,17 460:1	kinds 304:15	127:8 128:13
163:16 168:2	388:17 389:7	460:7 461:12	Kingdom 247:19	131:12 135:21
168:22 174:11	392:5,8,9	461:17 462:1	Kirby 3:6 6:17	137:3,8,9 139:3
174:14 175:9	394:18 395:18	462:10,19	6:22 8:1 95:17	139:5 142:15
178:21 179:18	396:1,2,7,11,15	464:12,13	112:17 114:14	142:18 143:14
181:10,15,19	396:18 398:5	473:17 474:7	123:11 130:17	144:3 149:16
185:17 191:22	399:20,21	474:13 476:4	160:5 162:11	149:22 154:12
192:2,14,21	401:9,11,16	478:12,13	178:15 234:8	154:17 155:7
193:1 200:2	404:4 405:7,12	480:8,9 482:20	239:10 264:6	157:3,3,18
206:15,19	405:18,20	484:4,7 486:13	329:20 390:18	161:2,20 162:3
207:2,10	406:8,14,18,22	487:4 489:11	393:13 410:11	162:16 163:21
218:18 219:20	407:3,7 410:20	490:10,12	410:16 412:7	164:10,19
222:14 226:4,5	411:9 412:2,12	491:10,11,20	432:18	165:13 167:4
230:14,18	412:17,20	491:21 492:3	kit 49:3	169:20 170:15
231:2,5 234:8	413:6,14,18	492:11,17	knew 59:6,15,19	170:16 173:20
234:11 238:22	415:10 417:12	493:5,9,16	60:13 152:11	176:7 177:13
239:5,10,16	422:15 429:13	494:9,14 495:3	252:10 296:6	178:22 179:3
240:1,12,14	429:21 430:9	Kazan 235:9	332:3,5 371:15	179:19 184:8
241:21 242:2	431:16,21	Kbehre@milc...	402:18 449:20	185:7 186:11
255:19 256:3	432:3,8,15,21	3:7	450:1	187:22 190:13
258:21 260:12	433:7,16 434:1	keep 35:13 46:7	knighted 40:14	190:17 193:6
260:18 261:13	434:6,9,15,17	203:2 266:3	know 9:14 10:5	193:17,18
261:21 262:7	434:22 435:7	314:8 315:15	14:15 15:5,7	195:2,12
278:19 279:14	435:20 436:5	322:10 340:11	17:12 24:21	196:21 199:21
282:18 283:4,7	436:14 437:7	408:13 433:4	26:12 36:16	200:8,9 201:1,4
283:11,16	437:12,18,22	458:16 459:5	37:7,20,21	202:16,17,20
286:14,15	438:5,9,19	460:20 461:20	38:22 46:13,15	206:19 208:5
293:16 294:2,7	439:1,13,18,22	keeps 153:7	46:18 47:2,6	210:21 218:4,6
294:20 295:18	440:3,7,11,17	kept 33:10 191:6	49:10,13,21	218:22 219:1
296:5,7,16,19	440:22 441:3	260:4 261:2	52:1,8 53:13,19	225:13 228:16
297:14 305:6,7	441:14,20	368:7 437:17	55:1 58:20 59:3	235:3,22

236:16 237:2	412:20,22	156:2,21 159:2	laugh 391:18	leads 55:21
238:6,7,9,9,12	413:5,7,8 414:6	159:2 167:20	laughable 392:12	378:17
241:8 243:8,12	415:2 418:21	168:6 169:8,13	393:2,4,6,17	leaking 395:9
243:17 248:6	419:12 421:13	170:7 171:6	laughing 84:16	learn 182:13
248:18,20,21	421:18,22	175:17 180:7	launch 472:11	183:11
248:22 250:7	422:2,4,4,9	180:20 182:1,4	law 387:17	learned 173:21
251:8 254:22	423:19 424:3	182:8,17,20,21	447:17	183:14 426:1
256:22 257:7	424:10,17	183:3,9,10,11	lawsuit 12:2	450:3
257:11 261:5	425:6 427:4	183:16 184:5	15:18 20:15	lease 156:19
263:7 264:17	429:9,18	194:16 196:7	120:15,22	250:7 311:8,15
267:18 270:4,6	430:16,21	223:3,5 240:15	121:17 127:4	311:15
270:10,13	441:12,17,21	246:9 247:22	375:8,17,20	leash 368:8,10
274:14,20	443:13 444:18	252:3 276:17	426:12,21	leasing 57:14
283:11 284:7	450:1 452:11	280:6 369:18	462:21 463:3	156:18 196:12
286:1 296:3	452:15 453:6	374:18 419:7,8	lawsuits 16:12	311:12,13
300:17 302:14	454:16 457:21	431:19 443:11	lawyer 9:4,5 19:4	312:10 364:3
303:12,19	460:11 465:19	452:3 456:15	73:4 153:22	leave 302:13
304:1 306:9,17	467:20 468:1	462:7 493:20	322:18 341:10	led 380:20
312:1,12,21	468:13,16	494:6,15	354:8 388:20	381:18 382:4
313:2,3 314:20	470:16,17,19	known 16:13	409:19 411:16	383:1
315:1,5 318:11	470:21 471:1,5	26:22 27:3 80:6	412:14 431:3	left 82:3 116:11
323:18 326:15	471:11,20	107:12 219:22	lawyers 19:5	117:7 134:2
329:20 330:5	473:5,10 475:2	277:15 393:13	70:18 108:15	148:7 149:4
330:12,17	475:4 476:14	449:12	377:7,19 378:9	215:1 302:11
331:6 333:1,6	479:11 480:17	knows 126:11	379:2,10,15	351:11 460:13
333:11,13,14	480:18,19,20	227:21 263:6	380:1,18	legal 3:22 37:21
336:9 341:14	480:20 481:3,8	Kuwait 146:6	381:11 383:1	43:10 44:20
346:1 351:15	482:3 483:2,9		383:22 386:14	76:17 91:14
353:4 354:8,10	483:14 486:6	L	386:18 387:1	135:22 139:8
356:3 359:13	488:10,19	L 306:2	393:18,21	168:20 175:14
361:18 366:3	490:10 491:7	L-i-d-e-r 67:2	394:3 398:19	176:2 204:11
370:14,18	491:12,16	L.L.C 498:1	402:18 403:17	258:20 259:12
371:1,5,18	492:8,20 493:8	labeled 414:10	404:21,22	260:6 261:12
372:2 374:4,19	knowing 99:3	labor 221:6,8	409:15,17	261:18,19
376:6 378:11	285:20	223:21 225:15	413:20 414:1	262:6 264:8
378:22 379:3	knowledge 17:22	lack 28:2 53:21	414:17 482:16	278:12 307:14
379:12,13	22:5,19 23:5,6	364:6 444:14	483:5	328:5 351:22
382:3,22	34:12 36:15	475:15 487:13	lead 229:8	353:10,17
384:16,20,21	41:10,15,19	land 227:10,13	379:16 381:14	354:2,9 377:6
385:2,11,13	42:3,3,7,20,21	454:14	439:19	378:3 384:15
388:7,19 389:2	43:1,16 45:7	land-sea 180:16	leadership	397:20 398:10
392:6,15 396:7	75:10 76:20	language 14:17	186:21	430:16 431:1
400:5,7 402:1,5	90:1 91:6,10,18	283:21 459:1	leading 431:16	464:21 481:17
402:15 403:17	91:18,20 92:1	large 156:15	431:21 432:8	482:1
405:21 406:9	94:13 151:3,10	311:7	432:15 433:16	legend 396:6
407:8,13	151:12 154:5,8	largest 252:1	434:1,17 435:7	Leggett 236:1,3
411:18 412:17	155:11,15	late 340:4 389:21	438:10 439:18	237:2

lenders 291:18 294:13 Lepper 36:21 184:14 let's 69:14 73:5 81:22 133:1 254:20 255:1 315:19 402:22 429:21 let's 17:14 20:8 22:21 23:19 25:2 44:6 81:14 81:15,21 82:5 86:11 125:21 127:18 130:21 132:16 138:20 225:8 251:4 264:18 279:5,6 279:15 305:3 316:21 331:13 332:22 336:1 350:8 352:12 380:11 389:16 390:13 letter 243:19,22 257:21 260:19 261:4,9 264:16 339:13 400:15 401:19 403:12 405:1,4 408:10 408:20 409:9 410:1 455:14 457:13 493:19 letting 129:9 399:10 level 186:21 214:17 levels 214:9 liaison 335:16 liars 393:13 license 147:7,11 licensed 139:19 licenses 172:7 Lider 66:21 lie 376:3 392:2 393:10 lied 375:10,11	life 82:3 157:15 158:9 159:1 174:4,9 202:6 202:10 214:1 289:6 290:12 291:12 299:10 329:9 485:2 486:17 light 365:2 limited 105:2 120:7 124:15 248:15,16 389:20 400:20 Linder 68:1 line 5:7 225:21 227:21 230:12 342:13,16 499:11 links 384:7 440:6 440:10 441:9 481:20,22 list 222:19 223:10,14 282:5,12,22 285:8,14 294:11 297:9 298:11 299:9 304:9 307:1,8,9 307:10 359:3 452:9 473:11 listed 222:5 listen 115:17 378:22 liter 362:18 literally 13:6 86:19 litigant 16:12 litigation 14:13 16:7 55:10 375:5 403:4 415:1 427:14 427:19 428:7 428:16 431:7 478:5 little 28:10 115:15 137:20 live 418:3 441:5	lived 16:8 lives 303:14 333:2 LLC 30:8 35:17 36:1 46:16,17 51:5,21 54:21 62:18 66:8 106:16 119:10 141:12 171:13 270:2 305:9 323:12 499:1 LLP 2:6 3:11 loan 376:5 loans 487:19 488:15 local 143:12 locate 493:10 located 69:11 138:3 270:7 490:20 locked 109:17 logistic 60:21 184:2 196:18 213:6 216:8 logistics 10:17,19 12:5 35:16,17 36:1,5,5,18 37:6,13 51:8 58:2,13 60:17 66:22 75:14 77:16 78:6,8 120:2,13 177:8 177:12 185:1,6 186:10 200:4 205:19 209:12 242:10 257:14 280:3,14 281:3 Logistics' 37:12 London 375:15 387:3 long 12:22 29:7 29:18 49:19 66:13 106:3,18 115:17 156:22 157:1 165:14 246:7 448:20 longer 47:13	205:7 289:1,2 292:16 293:4 310:9,16 look 13:22 24:12 25:13 29:20 30:10 31:12 40:6 74:12 82:5 85:16,18,20 86:11 122:8 124:8,11,14 125:10 128:15 129:9,19 130:4 130:9,14 131:13 138:20 139:1 141:16 149:6 159:12 161:9 167:7 171:22 177:2 177:19 212:3 213:1 219:14 223:14 230:4 230:22 231:6 233:18 240:11 240:21 241:17 252:13 254:20 255:1 260:19 283:22 285:17 296:21 304:4 324:8 352:12 366:22 373:21 375:7 395:19 402:22 405:19 440:20 450:8 452:5 453:14 453:20,21,21 453:22 455:12 455:14,22 459:3,9,14 461:5 469:13 484:16 looked 84:7 141:11 189:21 231:18 431:11 434:12 454:3 looking 28:17 85:13 86:2 128:12 203:14	352:7 359:22 394:19 453:7 458:4 460:16 487:5 looks 192:18 206:17 lose 198:11,15 289:14 489:16 loses 219:3 losing 203:5 329:5 loss 115:15 227:18,22 losses 203:7 204:8 205:9 213:13 234:2 253:18 483:18 484:9 lost 199:14,18,22 203:1 204:13 216:22 217:3,4 292:4,8,21 329:10 lot 46:3 110:21 110:22 111:4 142:21 143:16 216:22 217:16 221:13,14 228:12 255:18 292:11 327:12 327:16 409:14 409:17 419:19 419:19 445:21 446:6 lots 210:3 246:19 louder 159:20 low 362:6 lowboy 371:12 lower 128:22 486:4 492:8,20 luck 83:18 230:6 lucky 441:4 Lufthansa 194:20 lunch 174:12
M				

M 1:21 8:13 175:6 498:1 499:2	making 9:6 119:4 261:18 268:17	marital 38:20 39:4	materials 290:18 291:4	196:6,9
M-a-c-h-u-t-a-... 333:7	man 97:1 270:19 380:2 387:8 415:15	mark 296:8 410:10	matter 7:3 32:13 130:9 171:4 172:20 201:16 233:11 496:17 497:6	measures 109:2 118:19 335:3
Maarouf 207:5 208:1,21 210:7 357:1,2,11,13 357:20	manage 57:18,20 184:20	marked 12:17 29:14 103:2 123:7 159:6 176:18 189:1 192:4 206:3 211:19 215:12 219:7 234:7 243:10 244:6 244:15 256:5 264:21 266:22 282:1 293:7,10 293:14 296:12 301:13 307:20 313:12 316:5 334:11 339:4 343:4,7 346:16 350:1 356:15 360:11 366:6 372:4,7 389:5 407:5 410:18 412:8 414:4 464:4	McIntire 428:11 428:12	mechanical 196:3
Maarouf's 357:4	management 1:7 5:18 7:5 11:22 12:16 14:8 35:19 53:21 78:21,22 142:3 143:6 160:18 172:7 190:1,4 190:13,16,18 242:5 249:21 250:2 252:17 273:14 278:1 280:5 282:5,11 282:21 285:6 299:12 310:7 310:14 370:21 374:8 376:10 378:18 379:6 379:17 380:22 381:19 382:6 383:3,14,20	market 144:22 149:8 152:13 194:17 252:4 349:6,9 359:14	mean 15:8 16:20 17:11 20:4 35:16 38:6,8,18 48:20 70:22 71:10 72:9,16 75:12 132:7 155:20 169:9 181:12 231:17 239:10 245:19 248:17,21,22 251:13 254:21 293:5 298:11 306:11 321:3 323:17 358:7 403:16 440:14 445:9,13 447:21,22 448:6 452:1 485:2	media 472:15,19 medications 10:3 meet 402:4 meeting 318:15 321:20 384:18 meetings 318:17 383:8 396:22 Mehrdad 68:11 member 38:7 215:3
Mach 252:17,19 253:7,14 254:17	manager 31:16 69:3,4 103:7 144:3,6,6 228:13 229:10 231:15,20	marketing 287:9	meaning 15:21 17:18 272:10 274:10 355:1 463:1 465:2	members 112:1 132:11,15 133:3,11 217:10 memories 29:19 memory 10:4 85:17 115:18 121:7 122:20 136:21 160:4 337:22
Machutadze 333:6 335:4,6 338:10	manager's 144:8	marking 12:10 188:22 275:4 322:6 389:9 406:19 412:3 421:21 459:21 461:15	meaningless 331:11	mentioned 145:22 482:9 mentioning 56:22
macro 186:21	managers 144:13	markup 311:14	means 15:4 21:15 40:22 42:12 71:12 109:9 127:11 251:17 398:20 404:6 463:21 464:6 466:9	mere 330:13 332:13 365:18 380:4
mad 40:11	managing 12:1 54:14 62:9 79:1 119:19 121:21	marriage 496:15	meant 445:10 463:9 464:16 465:6	merely 11:17 353:14
Main 489:15	manufacturer 225:19 347:12	Marshall 236:20	measurable 196:3	merged 217:2,13 mess 198:5 messages 394:15 Messrs 390:18 messy 197:19
maintain 79:21 106:22 109:2 117:21 118:14 120:5 150:2 187:3 221:7 232:14,21 233:8 266:12 292:5,22 293:2 341:20 467:10 468:9 469:1	manufacturers 452:13 453:3	Massaad 133:19 133:22 346:6	measure 195:13	met 179:9 216:14 217:8 333:16 378:3,8 385:4,6 396:21 401:2,4 401:5,12,22 402:3,13 Meta 449:11 482:7 483:6,11
maintained 286:6	manufacturing 251:14	mastermind 472:8		
maintenance 111:1 156:14 156:15 157:17 220:4,20 221:4 222:4 225:13 226:20 249:20 287:8,8 337:19	March 267:10 273:5 287:6	materialize 64:11		
majeure 487:7 487:12	marine 36:5	materialized 167:14		
major 180:17 193:18 329:9				
majority 37:8 54:3 119:14,17 132:11 135:11 194:21 273:5 278:20				

Michael 10:20	278:22 279:7	217:6	252:4,12	323:19 324:1
Mid 302:14	279:16	mister 401:21	318:15 332:22	names 54:9 111:4
364:20	Mintimer 238:11	misunderstand...	396:12	336:4 352:19
mid-sentence	minute 159:11	113:5	moved 137:16	378:11 385:12
317:5	262:21	mixed 305:20	138:15 140:5	narrow 61:20
middle 1:2 7:6	minutes 249:4	MMC 64:6	229:9 289:9	Naseri 313:22
112:5,6 116:10	429:22 491:10	mobilize 327:12	329:16	314:4,8
117:8 121:3	misappropriate	327:17	MRO 219:10	Naseri's 315:9
146:7 156:11	467:7	model 221:21	223:6 227:2	Nat 290:5 304:22
190:1,10 191:4	misappropriated	224:21 454:21	228:2,5,11	national 217:5
311:1 317:15	80:20 463:16	models 156:15	229:22 233:14	304:22
330:4 461:8	469:11	223:21	255:5 334:14	Nations 265:17
midsentence	misappropriati...	modest 361:22	334:20 337:2,3	native 294:3
331:3	19:22 21:1	modification	337:19 453:12	nature 45:13
Miler 6:20 412:5	misappropriati...	49:6	454:15	75:6 132:9
miles 223:17	484:10	modified 480:5	MULLINS 2:6	171:6 280:22
military 184:3	mischaracterize	481:11,22	3:11	295:12 299:1
236:21 298:20	151:19 473:18	482:4	multiple 16:12	307:15 311:12
Miller 3:2 385:16	mischaracteriz...	Mohib 313:22	141:7 439:6	332:18 358:2
387:1,17 400:1	116:22	Molodinashvili	466:12 494:16	naval 80:4
400:4,18 403:2	mischaracterizes	231:14 232:14	494:18	Navy 178:2 187:8
403:3 413:21	18:15 20:2 25:4	money 46:2,3,5	mutual 232:20	188:3,5,12,17
414:3 497:1	32:18 41:22	47:16 155:22		199:16 200:4
million 198:6	61:11 70:6	158:1 180:19	N	200:16,21
236:16 394:3	72:18 81:11	182:7,12 196:6	N 3:1 5:1,11 6:1	203:17 205:20
449:2 490:3	94:4 116:20	196:10 198:11	175:1,1,1	477:3,6
millions 376:16	136:15 137:12	198:15 204:13	N.W 2:7	NDA 111:13
376:19	140:15 150:14	205:7 217:1	Najas 324:1	112:9,10 117:6
mind 11:17 14:20	263:15 281:8	227:18 253:7	name 37:20	117:12 150:3
14:22 22:22	291:9 312:8	253:13 276:14	45:13 50:21	150:11 228:18
26:2 38:18 39:2	467:13 473:16	289:14,17,19	54:12,12 66:9	286:9 349:18
41:19 43:17	482:18	299:4,8 311:14	67:6,22 68:2,5	349:21 419:20
69:22 139:15	mischaracteriz...	311:21 319:9	68:10 106:14	420:10
155:2 176:11	136:17,20	351:10,12	117:10 141:10	NDAs 108:1
231:7 298:14	miserably 173:12	426:10 427:13	143:17 144:8	111:7,21 112:1
467:5	misrepresent	428:5,10,14	172:21 216:2	112:18 113:12
mine 73:18 74:1	405:11	447:13 489:16	249:21 269:21	114:18 193:13
76:8 91:18	missed 22:18	492:4	277:20 287:14	necessarily 77:14
104:16 230:6	missing 186:1	month 17:16,17	297:7 322:3	226:12,13
266:8 337:1	mission 146:17	329:6,8,10	384:19,20,22	263:8,9 290:22
348:19	302:10 359:20	months 159:3	385:1 389:11	295:6,8 324:10
minister 238:8,8	missions 327:4	250:4,12 406:4	400:7 401:21	353:6 416:1,4
238:12	Missouri 490:22	406:5	419:11 421:19	necessary 228:21
Minnikhanov	misstates 25:7	motion 452:1	422:1 446:9	270:18 326:1
238:12	108:4 494:8	mouth 81:9	488:19,21,22	need 24:12 39:8
minority 45:19	misstating 398:4	move 191:19	498:5 499:9	39:22 40:1,3
45:21 54:6	mistake 26:12	239:14 249:14	named 66:8	85:15 106:3

122:17 153:19 177:19 186:17 198:20 199:6 212:13 221:15 224:22 230:18 318:18,20 361:2 364:16 364:21 365:2 397:21 398:1,6 398:20 469:12 478:11 needed 468:20 479:22 488:2 needs 296:21 419:5 negotiated 339:20 negotiating 153:5 369:10,11 negotiation 165:5 346:8 367:8 369:9 negotiations 367:11,19 Neil 341:6 neither 121:21 297:13 341:10 NELSON 2:5 3:11 nephew 50:20 net 289:7 345:16 never 32:16 55:14 78:8 83:7 122:1 134:1 196:19 219:13 227:11 273:12 273:13 277:16 288:18,20 319:16 320:2,2 320:3,3 322:3 342:21,22 349:21 386:13 395:13 401:2,3 401:22 402:3 404:12,21 426:6 429:18 483:4	new 112:8 171:12 171:20 224:21 226:19,19 236:6 265:3 308:8,13 318:16 411:16 477:12 481:22 496:7 news 472:15,19 nice 223:3 Nicholas 1:7 7:4 14:7 374:7 376:10 397:1 497:3 498:4 499:8 Nick 374:13 378:17 379:7 379:18 380:21 381:20 382:5 383:2,13,19 nickels 359:22 Nicolas 5:17 12:15 Nodding 9:18 Noel 215:22 216:2,4,5 noise 49:4 non-commercial 273:16 309:20 non-highlighted 124:3 non-tipping 198:1 non-trade 353:21 nondisclosure 63:17 65:19 67:14 79:17 107:9 108:8 112:10 114:5 115:21 116:16 143:22 231:12 334:1 nonresponsive 181:11 nonsense 375:7 nonU.S.-regist... 146:10	Nope 271:14 normal 154:9 156:1,5 179:12 180:6 normally 58:18 109:16 112:8 165:21 North 1:2 3:14 7:7 northern 64:10 208:17 235:14 237:7 241:14 242:21 446:8 Nos 5:19 12:16 Notary 2:13 496:5 498:22 notation 298:22 note 159:13 185:14,18,20 192:10 206:12 245:3 256:5 293:22 360:19 noted 116:5 175:2 329:21 495:11 498:11 Notice 2:9 noticing 497:12 notified 319:4 noting 497:12 November 267:14 NTI 446:8 number 15:4,21 25:5,6,14,21 26:4 74:16 77:18 82:5,7 84:2,7 85:5,20 85:21 86:12,22 93:3 123:9 139:17 149:19 172:13,14 173:22 176:20 189:2 192:8 206:5,21 217:15 223:16 223:16 225:21 225:21 226:4	229:18 234:10 234:15 244:17 255:3 256:8,11 267:1 268:2,3 270:22 275:5 284:3 293:20 294:1,3 297:8 300:14 301:14 313:14 323:5 350:3 356:17 362:18 366:7 370:22 394:4 406:22 412:16 413:10,12 452:5 479:1 489:14 numbered 123:7 numbers 23:3 85:10 98:15 171:9,10 187:1 192:22 253:2 259:22 267:16 295:4 306:2,3 337:14 448:15 454:1 458:4 numerous 57:10 239:20 Nuravia 235:7,17 236:5 237:3 238:1,4 nuravia06@nu... 235:6 NW 1:21 3:4 497:2 498:1 499:2	429:11 436:5 436:14 437:18 443:9 objected 73:4 objecting 39:21 objection 18:14 19:7 20:1,16 25:3 31:2 32:17 38:10,13,19 39:9 41:4,6,21 42:9 43:6,9 48:18 59:7 61:10 65:8 70:5 70:12 72:17 76:16 78:16 85:14 87:7,16 88:14 89:2 91:13 92:15 93:7 94:3 95:2 100:22 101:2,9 103:17,22 104:20 105:3 107:18 108:4 110:10 116:20 117:13,22 120:6,8 121:18 122:4 132:2 134:6,12 135:4 135:12 136:14 136:19 137:11 140:14 147:4 150:13 151:18 154:11 155:17 156:4 161:15 161:21 162:9 163:19 168:19 170:4 175:13 176:1 179:16 181:1 182:9 183:18 184:10 195:10,16 198:4,18 204:10 214:6 226:15 234:9 240:20 241:19 256:6 258:19 259:11,19
---	--	--	--	--

260:5,11,12	441:14,20	167:10 170:2	497:7,15	57:17,21 58:4
261:11 262:11	442:2,12,17	180:14 182:8	officer 4:14 48:3	59:1,6,10,18
263:14 264:4,7	443:12,18	277:7 308:12	58:8 62:14 63:9	60:11 61:2,13
266:14 274:6	444:4,12,17,22	371:21 417:18	64:20 65:1,15	62:4,8,11 63:6
278:11,18	445:7,18 446:5	488:3	66:18 67:10	64:5,12,17 65:3
279:12,21	446:11,16,21	obtained 167:20	80:5 156:9	65:6 66:12 67:7
281:7 289:22	447:6,11	168:6 169:18	200:17 242:14	67:18 68:8,11
290:20 291:8	448:13 449:3,9	371:1,5,15	339:18 457:3	68:16,19,21
294:19 295:21	449:15,22	478:17 479:7	officers 51:13	69:14,20 70:17
297:11 299:6	451:2,12,17,21	493:20 494:17	53:5 57:7 114:8	71:3 72:4,8
301:6 307:13	452:17 453:2,8	obtaining 147:18	148:19	73:5,19,21 74:3
309:14 312:7	454:8,12 455:6	196:7 308:8	offices 2:5 109:13	74:12 75:12
320:15 321:5	455:10 456:9	obvious 22:19	111:14,16	76:1 77:11,15
321:15 322:1	456:12,17	obviously 11:13	116:12	77:21 78:14
322:12 327:18	457:11,19	17:8 25:1 30:17	official 216:15	79:2,6,16,20
328:4,11	459:7,17 460:1	66:14 87:21	Oh 95:16 137:2	80:13 81:2,17
329:21 331:16	460:7 461:12	88:1 89:13	149:12 271:21	82:17 83:11
333:15 340:5	461:17 462:1	146:20 147:3	289:18 372:13	84:10,11 85:2,9
341:22 342:10	462:10 464:10	163:4,6 164:9	oil 235:15	86:11,21 88:5,8
351:21 353:9	466:22 467:12	182:20 196:5	okay 9:15 10:1,6	90:5,12,15 91:5
353:16 354:1	468:10 473:2	206:21 208:21	10:20 11:4,17	91:19 92:5 93:7
356:1 358:5	473:15 476:1	214:17,18	12:9 13:2 14:21	94:8 95:18 97:3
365:9 368:13	476:10,11,21	246:6 280:17	15:5,9,16 16:3	97:4 98:10,16
370:4 374:15	477:17 478:9	286:20 288:2	17:14,16 18:5	99:20 101:21
374:21 377:10	480:6 482:17	320:21 323:20	19:13 20:7,10	102:9,22
378:19 379:20	483:12,15,21	345:16 347:19	20:13 21:9,13	103:13,19
385:19 386:3	485:17,19	354:20 357:16	21:15,20 22:8	104:12 105:14
386:11 387:4	486:12,15	359:9 369:19	22:21 23:10,14	105:18 106:2,7
388:2,11 398:3	487:2 489:8,10	442:3 448:8	24:8 25:2,19	106:13,20
398:8,17	489:19,20	455:11 459:22	26:3,10,13,20	107:6,10,15
399:12,17	490:14 491:18	472:8	27:6,21 28:9,15	108:12,14
404:9 408:5	494:7,12	occur 201:20	28:22 30:1,18	109:14,19
409:1 411:5,21	objectionable	213:17	31:5,11 32:10	110:2 114:13
414:8 417:6	118:22	occurred 195:14	32:22 33:3,6,12	114:17 116:14
422:14 426:13	objections 4:8	occurs 415:3	33:16,19 34:3,7	117:3,10,17
426:22 427:9	5:15 9:6 12:13	ocean 36:9	34:11,17 35:15	119:16,18
428:2 429:17	14:6 40:2 43:19	October 462:21	36:4,8,13,16	121:12,22
431:16,21	44:19 176:12	OEM 347:11	37:3,8 39:6,19	122:15 123:19
432:3,8,9,15,16	260:17 264:5	OEMs 349:14	41:1 42:5 44:4	124:19 125:7
432:16 433:7	328:12,16,17	offer 399:9	44:9,16 45:9,20	125:21 126:4,6
433:16,17	381:2 383:16	offered 402:18	46:4,8 47:1	127:12,18
434:1,15,21	432:18,20	403:18 404:7	48:6,10,16	128:3 129:22
435:7,20 437:7	434:3	offering 400:19	49:21 51:11,13	130:2 131:10
437:12,22	obligates 187:11	401:19 405:2	51:20 53:11,19	133:20 135:1
438:5,9,19	obligation 287:19	offers 398:2,7	54:1,4,14,20	136:7 137:2
439:1,13,18	obtain 148:8	office 57:6 112:5	55:8,17 56:12	138:11,12,20
440:3,7,11	149:11 156:2	117:8,9 274:3,7	56:20 57:1,13	140:7 141:13

141:16 142:6	222:22 223:13	306:14,22	385:3,11 386:1	193:11,14
142:12 143:1,5	223:18 224:17	308:15,19	386:7,15	275:22 490:21
143:10,18	225:1 226:9,22	309:21 312:5	387:20 388:19	490:22
144:11 145:16	227:3 228:1	312:12 313:21	389:8 392:15	old 440:21
145:20 146:18	229:16 231:8	315:7 316:14	393:1 394:5,9	older 56:21 441:1
147:1,17	231:10,21	316:17 317:13	394:22 395:15	once 148:3 201:6
148:11 149:5	232:2,19 233:3	317:20 318:8	397:14 399:1	289:19 319:2
149:22 150:10	233:6,13,22	318:11 319:7	400:9 402:10	319:12 349:12
150:16,19	234:22 235:5	319:20 320:1	404:22 407:8	401:3
152:9,15 153:4	235:10 236:8	320:19,22	407:14 408:8	one-man 255:17
153:10 154:17	237:9,12	321:13,19	408:19 409:18	one-third 37:4
157:20 158:10	238:19 239:9	323:3 324:11	409:22 410:5	ones 123:12
158:15 159:5	241:13 242:12	324:14,19	411:15 414:14	254:10 377:20
161:7,13	243:9 244:2,5	325:4,13	414:22 416:2	379:18 380:22
162:18,21	247:13 248:13	326:18 327:15	416:13,18	381:16 382:6
163:11 165:22	249:8 251:4,7,9	328:1,18 329:2	417:2,9 418:15	383:3,14
166:10 167:2	251:16 252:12	330:15 332:11	418:17,22	442:21 473:5
168:9,16	252:19 253:5	335:1,8 336:8	419:8,13 420:3	online 397:4
169:15 170:8	253:22 254:20	337:16 338:7	421:4,16,18	417:21 418:1
171:15,19,22	255:1,8,16	338:19 339:22	422:5 423:8,15	437:5
172:17 173:20	257:13,17	340:3 343:20	424:9,12,17	open 495:4
174:7 176:9	261:8 263:17	344:5,16,19	425:8,12,18	opened 290:7
177:11,17	264:18 266:1	345:2,9,13,16	427:5 428:13	opening 198:3
178:4,12 179:5	266:21 268:12	346:15,22	434:3 439:22	operate 71:14
180:12 184:4,8	269:2,12,18	347:6,17 348:9	453:14 463:5	236:19 237:1
184:17 185:8	270:21 271:21	348:14 349:1	464:1 465:4,19	309:6 349:7
186:3 187:2	272:14 273:6	349:16 350:18	466:11 467:8	operated 146:12
188:9,15 189:6	274:13,16	351:13,18	467:18 468:14	310:22 328:7,8
189:13 190:12	275:12,17	352:17 354:7	468:19 469:4	331:15 332:3,6
191:13 192:22	276:2,8,12,16	354:15,22	469:19 470:12	332:9,14,14
193:12,22	277:12,19	355:3 356:14	470:22 471:12	369:15 456:21
194:8 196:21	278:9,15	356:22 357:10	471:22 472:6	457:5 494:20
198:7 199:12	280:18 284:5	358:3,9,20,22	473:6,12	operates 27:5
199:21 200:13	284:13,19	359:9 360:4,10	474:13 477:4	144:5 220:18
202:1,13,19	286:3,10 287:2	362:7,21 363:1	477:11,14,22	operating 49:7
203:6,11 204:2	287:11 288:6	364:14 365:4	479:7 480:14	51:21,22 53:11
205:9 206:2	288:13,22	365:18 366:18	480:22 481:5	90:2 137:14
207:18 208:7	289:18 290:3	366:21 367:14	481:16 483:16	144:22 147:12
208:11,13,21	291:1,15 292:7	367:22 368:16	484:5,18 485:1	148:6,7 208:20
209:14,19,22	294:8 295:7,13	369:2 370:9,11	485:5 486:1,7	305:2 325:10
210:10,13,19	297:2,14,22	370:19 371:19	486:22 487:9	349:8 369:19
211:2,18	298:4,9 299:11	375:14 376:1	487:14,18	369:21 371:8
212:16 213:8	299:15 300:1,9	376:18 378:7	488:11,13,16	445:11 456:13
213:19 214:15	300:17 301:12	378:14 380:16	489:9 490:18	operation 35:8
216:4 218:4	303:5,9,15,20	381:17 382:3	491:16 493:3	58:16 112:5,7
219:6 220:8,9	304:5,8 305:3	382:12 383:7	494:2 495:2	116:10 134:2
221:22 222:10	305:12 306:9	384:2,17,21	Oklahoma	144:7 171:8

172:8 178:1,8 178:10 179:22 180:15,17 201:7 204:1 205:6 245:16 268:4,8 273:1 288:21 292:20 306:13 307:5 308:22 314:13 314:17,18,22 325:3 329:4,5,8 332:18 347:9 347:13 351:10 359:20 operational 132:6 236:17 329:16 operations 34:12 49:11,22 52:2,9 53:14,20 110:16 111:6 112:2 113:18 180:7 220:5 287:7,9 445:3 477:18,19 operator 7:17 445:12 operators 446:1 495:1 opinion 266:16 opponents 173:11 opportunity 241:1 475:20 476:7,17 opposed 194:13 276:21 opposite 476:2 option 497:9,10 oral 404:5 order 43:16 149:10 153:12 156:2 277:7 300:2,4 461:1 organization 156:16 organize 299:13	original 347:11 347:12 368:3 497:11 originally 13:16 138:13 outcome 496:16 outreach 390:20 outside 104:21 143:8,10 144:17 156:1 163:8 179:12 179:20 180:5 184:18 214:7 223:6 247:14 251:21 411:5 414:8 419:6 427:1,10 478:9 483:22 491:18 492:1 overall 144:21 145:6 280:7 344:3 overflow 243:6 Overflies 243:2 overhaul 337:19 overhead 344:12 345:3,19 overtime 460:12 Overview 337:13 owe 46:3 owed 46:2,5 319:9 owned 27:7,10 37:3,4 52:15,16 56:16 74:21 76:5 88:6 102:14 138:1 147:8 148:12 148:13 150:11 150:22 151:4 161:7,12 189:20 194:22 205:21 216:19 258:12 265:8 272:21 273:5 276:10 279:19 280:16 281:11	281:13,16,17 301:3 306:17 311:6 319:12 319:18 328:7 338:7,9 488:1 owner 24:4,19 54:11 70:8,21 71:11 72:8 73:8 82:9 135:11 191:3 272:3 279:16 282:19 owners 36:17 71:1 278:15 ownership 30:21 38:21 39:4 40:19 52:13 56:1 57:1 71:4 71:10 76:6,19 90:8,9 119:10 120:10 205:21 273:6 278:17 365:12 owning 147:21 148:14 325:11 owns 38:17 39:4 40:22 41:2,3 42:13 43:5,17 74:22 75:1 82:12 89:9,13 89:14,16,21 90:16,20 92:21 99:22 271:7 272:8 276:9 306:15	25:5,15 26:1 30:1,6 31:14 69:20,21 74:13 74:17 85:22,22 86:12 99:13,14 130:7,13 131:18,19,19 133:4,5,6 139:13,16 141:20 159:16 160:9 162:13 185:22 186:1 226:2 230:7 231:7 265:10 271:15 283:22 283:22 305:4,5 305:6 306:3 327:1 337:10 337:11,15,16 358:22 359:9,9 359:10 370:9 370:22 389:17 394:21 395:11 395:22 396:1 400:21 402:22 403:9,10,11 427:12,17,22 454:1,1 457:16 458:3,7,11 459:9,10,15 461:5 493:19 497:12 498:4 499:11 pages 23:11 123:8 186:1 454:4 455:3 461:10 498:7 pagination 185:21 Pahlad 64:6,18 paid 46:4 155:15 155:20 182:14 227:13 229:12 253:15,16 254:10 269:8,9 269:16 274:21 281:20 299:13	426:11 427:13 428:6,11,14 paid-off 406:3 PALM 496:4 Pandey 6:14 385:11 407:5,9 407:11 408:3 408:21 410:1,7 428:14,19 429:3 paper 84:22 85:3 151:8 222:13 274:14 338:9 papers 151:6,7 274:11 449:4 paragraph 31:12 140:1 142:8 370:2 389:17 389:18 390:14 407:15,22 456:1 paraphrasing 153:21 493:18 part 34:22 62:11 63:7 65:11,13 66:15 67:7 77:20 79:5 168:6 177:17 180:21 182:2 182:18 186:5 186:13 189:13 194:11 198:9 235:8 249:9 273:14 288:15 323:15 335:17 335:18 350:9 352:10,12 354:5,17,19 355:12 356:10 357:13,21 453:21 461:2 484:6 partially 74:22 participated 273:13 288:19 288:20 319:16 320:2,3 325:2
---	--	--	---	---

participation	104:10,15	128:20 129:22	137:21 138:15	303:13 305:17
279:4	105:11 326:11	353:11 395:17	147:8,18,22	305:17 335:14
particular 14:1	351:17	403:20 404:1	148:2,9 161:7	335:16,20
17:1 26:14 70:3	partnership	490:9	164:5 189:19	346:5,7 348:18
72:22 84:14	427:8 428:1	people 51:15	189:20 216:19	393:12 454:13
125:7 126:17	party 16:14	53:22 59:5 80:3	257:20 265:8	481:12 491:15
168:17 171:1	306:4 458:16	80:4 105:16	272:21 274:9	personal 11:15
173:8 182:8	458:22	110:21,22	274:11 276:10	17:22 45:18
189:14 194:12	pass 339:2	111:5 142:22	278:14,16,16	62:2 181:4
195:7,19	passed 216:10	143:12,16	278:21 281:11	274:22 348:19
200:14 202:8	436:12	164:1,3 203:1	281:13,17	348:21 425:7
205:14 220:11	passenger 49:5	216:13 219:1	288:14 304:2	personally 11:8
222:16 223:1,9	172:10 268:8	221:11,16	309:13 314:10	48:10 58:14
227:19,22	311:7 457:7	224:18 236:4	319:12 336:12	59:4 61:22 66:3
231:3 235:18	passengers	242:5 247:1	344:3,13,15,15	66:4 67:13
237:12,17	251:22	248:5,20	344:20,21	79:21 104:17
239:18 241:16	password 420:13	249:14 250:5,5	345:4,11	155:22 211:2
246:4 259:6	421:1,6,10,11	252:9 255:18	percentage 37:5	268:16 301:5
268:12 269:3	422:12 423:9	278:2 285:11	50:7 52:13	315:13 351:12
275:18 285:18	423:16 424:13	285:12,14,21	performance	413:6 422:5
286:5 288:7	password-prot...	286:4 289:8	275:8 347:10	424:21
309:21 310:2	423:5,7 433:21	291:18 292:4	performed 171:8	personnel 78:13
318:9 349:1,4	434:20	292:21 307:9	period 92:19,20	persons 23:6
351:3 355:19	passwords	329:6,11 332:2	100:17 144:13	285:9
380:17 395:4	420:22	352:18 353:3	147:14 198:1	persons' 109:3
408:9 411:2	Patrick 426:11	361:4 370:17	342:1 349:15	Petohieb 347:1
413:1 426:12	426:19 427:7	370:17 393:18	497:13	phase 250:4,5
427:14 428:15	Paul 428:6,8	393:21 401:2	perjury 17:20	phone 130:20
471:15	pay 197:21,22	409:14 416:22	18:6 19:15	196:1,2 295:4
particularly	198:5 253:7,9	419:19 425:1	375:9 464:3	299:21 300:14
201:17 211:12	253:14 269:10	425:14 426:2	permission 77:10	physical 49:3
230:22 261:8	296:6 300:9	436:11 437:14	88:4,11 236:22	physically 48:21
473:5	301:5 400:19	445:21 454:16	305:9 373:13	49:1
parties 4:4	401:19 402:18	459:19 460:5	permit 227:15	pick 196:1
254:10 359:2	paying 197:16,17	467:4 468:8	228:5 249:3	355:10
396:3,20 397:1	449:1	479:9,13,14	permits 349:8	picked 146:8
434:14 435:4,5	payload 371:9	481:15 482:2	permitted 243:3	picture 329:7
435:16,17	pays 305:17	percent 27:11,12	perpetrators	352:7,8
436:1,2,3	311:16	27:14,18 28:1,2	377:22	piece 56:4,6 58:5
458:14 462:5	Pearce 256:19	28:12,20 29:1	persistence 214:8	122:17,17
466:16,17	pedestal 40:4	30:15 32:3 34:4	person 43:18	212:14,14
468:2 496:14	peers 398:11	35:3,14 44:7	89:20 112:9	222:12 349:1
partner 58:15	penalty 17:19	47:21 48:5	142:21 172:11	364:12
62:9 79:1,11	18:6 19:14	52:16,16 54:7,8	187:7 216:10	pieces 165:16
119:19 314:11	464:3	54:8,11 56:11	229:8 266:17	pilot 156:17
partners 58:19	pending 15:6	107:4 131:11	270:20 277:1	Pirouz 54:12
59:2,9 79:17	40:5 115:8	134:20 137:15	287:15 288:3	pitching 166:5

place 103:20 104:5,18 109:20 117:18 120:2 placed 238:1 357:4 places 281:4 plaintiff 1:4 3:3 5:13 8:2,4,7 12:12 14:2 23:22 24:4,19 70:8 75:1 82:8 82:12 89:8 90:16,20 99:22 271:7 272:3,7 282:19 plaintiff's 82:11 86:15 177:7 206:10 215:18 220:6 234:18 244:21 255:6 256:14 265:4 267:6 272:6 275:9 282:6,22 301:18 313:19 316:11 334:15 339:9 343:14 346:20 350:6 356:19 360:14 366:11 plaintiffs 230:1 323:11 plan 6:21 228:11 244:20 245:12 245:13,16 247:3 253:3 255:6 267:4,19 272:5 308:20 309:4,12,22 310:2 334:14 334:20 335:5 343:17 344:2 412:7 414:5 453:11 plans 142:1 160:17 plant 361:4	play 9:13 please 7:20 8:10 9:10 14:19 61:13 86:17 90:13 97:13 99:20 118:6 122:9 125:13 128:21 130:13 153:15 185:9 207:20 212:3 230:4 233:18 254:5 262:21 282:9 301:22 317:10 322:14 323:2 351:4 375:19 401:15 430:18 453:15 455:20 456:1 459:3 478:20 493:3 497:6,10 497:11,14 plural 93:1 plus 370:17 pocket 57:4 point 27:7 34:8 35:12 69:8 88:8 116:2,3 117:5 222:15 270:20 272:20 284:16 292:1,1 294:21 312:3 317:3 335:11 341:19 342:19 346:5,6 346:7 347:6,17 363:18 364:10 367:15 433:1 policies 329:12 417:4 418:18 419:14 424:21 policy 233:12 polite 55:16 politics 236:10 portion 31:5 45:15 54:1 64:17 141:17 141:21 160:15 231:4 316:18	326:19,22 343:21 351:1 portions 362:8 363:12 365:6 367:5 position 11:22 77:2 78:7 89:11 89:17,20 91:2,9 94:8,11 100:8 102:12 112:22 114:12 138:7 150:20 151:16 151:22 152:2 154:2 167:17 188:10 263:10 278:5 288:4,12 291:1 298:1 302:7 389:14 390:7 405:13 405:22 418:10 473:6 480:14 positions 465:14 positive 487:22 possession 105:9 107:1 109:1,3 117:20 120:4 120:13,21 121:10,14 122:1,12 127:7 127:15 357:8 361:16 448:20 451:4 possible 425:4 possibly 211:17 228:22 post 437:5 post-settlement 394:22 posted 441:9 potential 194:18 197:21 391:9 precautions 425:3 preference 352:15 preferred 284:16 preliminary	343:16 344:1 premarked 343:9 premises 109:8 109:10,11,13 109:15 preparation 79:11 403:5,7 prepare 438:8 prepared 17:3 75:8,9,21 78:10 161:3 166:14 186:15 265:11 275:13 278:3 284:22 285:2 446:14 preparing 438:3 presence 406:2 present 3:21 56:10 242:7 262:20 presentation 165:6 244:18 245:14 282:5 282:11,21 285:6 310:8,15 403:15 404:6 presented 241:3 284:14 presently 18:2 preserved 109:4 president 193:17 216:5 238:7,9 238:10 488:14 press 472:13,15 presume 79:14 presumed 238:4 pretty 61:19 previously 29:14 159:15 164:7 323:16 445:2 price 47:14 204:5 205:3 259:13 356:18 359:1,3 359:14 360:5 456:4 prices 49:15 359:5 374:2,3	pricing 304:9 primary 146:1 prime 60:16,19 61:5,18 62:5 210:12 238:8,8 238:11 357:15 358:13,17 359:3 367:9 368:8 principal 68:15 183:20 326:10 principally 151:15 print 151:9 311:21 printout 5:22 6:4 293:13 296:11 prior 178:12 179:1,1 180:4,5 213:19 228:2 292:20 328:17 367:19 418:9 420:11 423:21 442:15 443:8 449:18 471:15 482:22 485:6 prisoners 215:10 privacy 418:17 private 145:3 153:7 155:6,7 203:2 216:21 297:6 298:20 389:20 privilege 19:8 415:2 454:17 privileged 377:11 377:15 379:10 379:21 380:6 381:8 388:3,5 388:12 399:14 399:18 411:7 412:1 413:4 414:9 415:7,9 483:13 491:19 privy 378:15 probably 47:13 106:16 112:7
---	---	--	---	--

235:16 302:19 302:20 342:9 419:2,9 468:12 487:21 problem 21:4 95:12 115:4 procedure 48:2 205:5 497:14 procedures 47:20 329:13 proceed 190:5 process 438:18 produce 112:18 113:7,8 114:9 145:7 169:12 186:6 412:19 produced 87:11 106:9 107:17 108:12 111:11 111:21 127:9 151:4,9,11 152:18 412:21 413:9,11 414:16,22 448:11 495:8 producing 438:15 product 168:5 207:1 208:15 209:2,3 299:10 336:4 380:14 production 362:22 productive 123:4 products 359:6 Professional 2:11 proffer 387:6,14 prohibited 485:7 project 6:21 63:3 63:5 203:8 218:8 220:5 227:16,19,20 228:20 229:8 229:22 237:10 237:13,17 243:15 316:10 412:6 414:5,6	488:4 489:1,6 489:12 projection 78:12 171:5,6 361:20 projections 91:16 141:22 160:16 316:20 317:8 360:17 361:2,8 projects 36:11 234:17 292:19 489:14 promises 27:18 promptly 262:14 proof 126:12,13 304:5 376:18 377:14,19 379:4 383:12 383:19 384:8 447:18 property 41:9,15 44:13,17 71:16 76:20 336:6 489:18 proposal 64:9 208:3 209:17 215:17 234:17 239:18 240:1 255:15 257:13 260:2 261:1 265:2 307:22 317:19 339:22 340:12,16 455:3 proposals 209:1 209:16 210:3 211:6 240:18 260:3 459:2 proposed 244:20 317:21 318:17 336:22 proprietary 76:7 150:22 152:3 156:21 195:1 249:5 259:14 259:15 291:16 293:4 465:16 prosecuting	426:21 prospective 150:8 protect 109:14 313:4 protected 79:15 174:6 protective 461:1 prove 127:1 proves 304:3 provide 146:15 150:4 151:5 166:7 177:18 187:6,20 188:7 191:13 210:11 210:17 212:22 241:9 263:4 265:21 266:18 275:18 295:1 304:1,8 309:10 309:11,12 325:4 326:3 335:4 359:20 360:3 362:19 382:13,18 403:1 404:15 436:19 453:4,5 462:8 485:10 provided 80:1 94:12 137:4 149:17 152:3,8 152:20 153:8 156:3 164:10 164:11,13 165:2,6,7,10 166:16 169:6 169:14 171:1 171:20 178:5 179:15 180:8 180:21 186:4,4 186:22 188:1,5 190:2,7,8 191:9 193:3 194:9 209:17 213:10 242:9 245:8 246:8 254:17 254:19 261:3	302:5 303:18 307:3,9 318:3 320:12,18 323:14 325:7 334:3 340:1 348:9 349:13 357:11 358:10 359:10 360:18 361:8 367:11 372:17 373:15 394:6 447:8 483:10 485:12 provides 36:8 providing 146:2 168:14 182:21 280:6 281:2 305:1 309:17 320:7 325:3 335:6,12 369:12 432:6 public 2:14 145:4 145:9 153:2 155:7 173:5 174:4,9 197:1,4 198:12,16 201:14,18 202:2,6,10,11 205:11,16 211:11,15 222:6,8,9 223:11 245:19 263:6,7 284:14 289:5,8 290:12 290:16 291:20 292:3 293:5 297:18 327:9 331:14 362:20 364:3,7,10 365:19 416:9 436:4 452:18 452:20 475:16 485:3 486:17 488:7 496:6 publically 456:20 481:5 publication 196:17 197:13	202:22 204:9 234:3 444:11 444:13,21 475:8,21 476:8 476:19 484:20 publicly 213:15 443:17 457:4 479:5,7,18 480:15 481:1 published 204:18 397:3 439:8 469:21 471:17 purchase 30:2 139:14 140:11 142:7 162:7 489:17 purchased 28:12 118:8 164:16 288:13 497:8 purchasing 165:11 166:12 purely 166:22 purportedly 386:8 387:16 purpose 27:17 87:21 92:1 146:14 166:21 172:3 194:10 246:13 267:18 276:15 281:2 284:17 309:19 374:20 390:20 393:20 402:21 479:22 purposes 124:17 141:10 152:10 152:16,17,19 166:15 180:11 190:9 316:16 pursuant 2:8 17:17 31:11 460:22 put 29:15 64:8 84:22 85:3 109:20 114:19 122:9,19 159:3 173:5,11,18
--	---	---	--	---

180:5 198:20	90:6 104:8	262:19 263:3	308:13 309:7	192:5 195:5
201:22 203:18	105:1 110:11	263:13 327:12	318:1,4,13,18	210:8 255:9
205:8 208:4	111:20 115:8	327:17	319:8,12 321:1	256:18 257:22
209:1 212:13	122:6 124:22	quit 289:8 416:20	321:7,9,21	267:16 269:5,6
212:14,20	128:11,16,20	quite 42:11 94:14	322:9 339:18	270:16,20
228:10 229:7	129:22 130:17	123:3 179:21	339:18,20	272:17 275:12
237:17 244:11	150:19 153:16	208:19,19	340:4,6,8,9	301:21 309:2
244:12 249:21	154:1 179:10	216:9 238:9,13	341:8 342:20	312:17 313:10
252:20 254:10	180:3,9 182:10	303:13 304:10	346:12,14	318:8 343:17
259:18 262:19	205:18 224:21	416:5	375:1,3 436:9	344:5 345:14
277:3 283:13	226:16 240:10	quotation 62:21	436:15,18,19	345:18 437:20
289:6,19	242:18 243:14	quote 17:17	478:7	438:2 469:6
290:13,15	245:10 259:7	62:19 84:9	RAK's 166:21	Ray's 312:22
291:12 294:21	266:8,10 273:3	213:2,4,5 220:2	322:4,17 346:5	reach 479:16
311:13 344:15	276:18 279:3	256:14 265:2	414:13	reached 217:6
347:14 357:12	296:4 304:13	267:3 350:4	Raleigh 3:14	285:14 453:10
360:8 372:18	306:1 322:14	356:18 359:1	Rami 51:17	react 263:12
450:9 470:10	322:15 323:2	360:9 384:3	52:14,15 59:11	read 13:20 17:6
472:14 479:10	325:20 353:11	389:21 466:16	59:12 60:13	18:19 19:4
490:4	364:19,20	471:22 472:2,2	104:13,14	74:15,20 86:17
puts 212:16	365:14 386:13	472:3	110:1,3,7	86:20 94:5
281:14	386:20 387:10	quoted 223:15	211:20 256:19	96:19 99:2,20
putting 81:9	387:12 390:11	quoting 90:14	257:2 301:22	122:9 124:16
180:4 267:19	391:12,14		314:2 326:12	125:15 128:4
393:1	392:4,5,7,8,10	R	350:12,20	230:12 240:6
Puzankova 231:8	395:16 403:19	R 3:1 8:13 175:1	351:11	282:14 293:11
334:17,18	403:22 404:2	175:6 496:1	range 53:18	295:15,16,17
	417:8 425:5	R-A-K 436:9	rapid 250:10	297:1,12,15
Q	429:1 435:12	raised 391:4	263:4,22 264:9	298:15 336:1
qualify 25:11	467:5,6,15,22	RAK 27:8,16	327:21	350:22 351:4
100:18	470:22 474:6	28:6,12,19 29:5	Ras 33:1 35:4	392:19 397:5
quantify 172:17	475:18 490:9	30:3,8,16,22	111:12,15,16	401:15 407:17
203:6 204:7,12	492:16	31:6 32:4,12	116:13 117:7,8	407:22 408:2,6
234:2 253:6,17	questioning	33:1 34:4 59:19	137:16 138:15	409:2,2,4,11
483:18 484:8	342:17	88:6 131:10,22	148:19 149:2	437:1 449:4
quantities 362:22	questions 5:6 9:3	132:6,18,21	317:22 321:8	450:5 458:13
quarter 31:18	16:13 47:8,9	133:12 135:6,8	rate 197:21,22	460:2 498:6
Quarterly 31:16	104:21 231:3	137:15,21	259:2,3,3 305:9	reading 15:15
question 4:9 9:11	332:7 346:13	147:16,17,17	345:12 362:22	92:17 93:2,4
9:12 15:6,10,13	415:9 446:6	148:21 149:1	rates 197:16	94:5 96:11
15:22 22:14	465:20 466:12	150:10 161:7	304:15,18	101:10 162:14
29:18 39:11,12	466:19 469:6	161:14,18	305:15 347:14	226:3 230:17
39:18 40:5,9	497:14 498:10	164:4,10,21	Rau 49:18,19	240:10 282:16
42:12 43:13	498:13	166:11 167:11	50:11 192:5	283:3,5,9,13
76:6,17 77:1,5	quick 250:9	265:8 272:20	195:4	343:22 384:12
77:6 83:3,4,13	264:10	273:5 274:10	Ray 107:10 143:6	404:1
84:12,19 85:18	quickly 262:14	288:13,17	163:5 190:16	ready 393:11

497:6	160:6 161:6	206:13 234:9	referring 12:6	98:12 104:12
real 292:21	179:6 191:16	239:15,17	26:18 27:6,9	112:20 155:4
312:22 488:5	200:15 216:16	255:20 256:2,6	28:17,19 55:9	161:4 233:16
489:2	253:16 267:20	260:16 261:14	75:4,6 95:5	234:1 270:21
real-time 418:7	306:8 315:5	283:13 293:22	106:8,15	319:11 360:5
realistic 361:2	341:4 367:17	315:20 316:2	107:16,20,21	383:12
realize 56:21	368:1,2,5 421:6	322:15 373:3,7	108:10 110:15	region 221:16
realized 217:6	425:13 440:2	405:3 412:15	136:8 161:4	222:3,20 224:9
really 50:3	447:20 451:6	430:3,7 462:14	185:13,15,19	224:11,14
152:15 165:18	478:19	462:17 493:11	193:6 204:2	226:10 308:22
165:20 169:17	receive 31:15	493:13,15	236:1 271:3	309:6
171:8 182:11	285:10	495:10 496:11	321:1 324:19	registered 2:10
322:20 330:16	received 167:4,8	recorded 498:10	350:11 375:21	281:16
331:5 359:22	190:18 286:5	498:14	378:7 402:11	registration
404:16 406:16	302:1 376:16	records 391:6	409:6,9 416:19	225:20
446:22	376:19	recover 214:5	489:12	regularly 423:9
Realtime 2:12,12	receiving 197:22	red 337:10,14	refers 140:22	423:16 424:14
reason 35:3,12	Recess 86:7 98:6	370:22 454:1	160:13 241:2	regulations 61:16
126:20,22	131:3 174:17	458:4	337:2,3 414:7	rejected 487:15
129:4 189:16	255:22 315:22	redirect 478:10	refill 305:10	relate 74:7 84:9
202:5 266:8,10	373:5 430:5	483:22	reflect 431:13,18	85:7 117:15
266:11 273:15	462:15	reduce 49:4	454:10	118:2 387:5
274:19 277:16	recipient 157:13	reduced 50:10	reflected 141:5	429:12
281:5 299:1	recipients 150:1	87:6 351:12	162:7 306:2	related 24:21
300:2 309:19	277:13	reefer 371:10	432:12	45:20 51:18,19
404:14,20	recognize 77:2	refer 26:4,15	reflects 276:21	76:3,15 82:10
436:10 460:4,8	126:8 139:7	37:17,18 55:8	refresh 29:19	82:19 86:15
486:19	175:19 177:1	286:21 293:21	139:11 243:11	111:14 112:4
reasonable	217:18 418:8	334:5 418:20	refrigerated	165:1 176:10
166:10,17	recollect 223:3	reference 25:19	371:11	177:6 179:2
393:12	recollection	142:16 233:14	refused 228:4	184:2 212:2
reasonably 31:22	139:12 243:11	295:11 411:19	397:10	215:18 220:5
reasons 203:16	reconnaissance	463:15 493:18	refusing 114:9	227:19 229:22
248:13 485:1	316:10	referenced 25:14	126:15	244:21 255:6
rebuild 217:7	reconsider	75:14 77:18	regard 25:20	265:3 267:5
recall 10:7 26:6	395:11	237:13 475:22	72:19 82:17	272:6 275:8
26:11 29:9	record 86:1,5,9	481:10 497:6	112:1 238:1	280:15,17
46:13 47:14	95:21 96:6,8,11	references	297:6	282:6,22
50:16,18 52:7	96:12,19 97:6,7	140:10 335:22	regarding 31:20	292:19 295:2
54:9 56:10	97:9,13,15,15	337:12	32:7 240:17	312:17 316:8
67:22 68:2	97:16,18 98:4,8	referencing	256:7 320:8	316:10 325:8
103:15,18	114:2 119:5	223:8 480:7	321:20 419:14	334:15 339:9
104:2 105:21	130:22 131:2,5	referred 35:15	458:20 465:21	343:14 346:19
106:18 107:5	163:15 174:14	136:12 236:1	483:10	356:19 360:14
112:8 117:16	174:15 175:4	243:20 287:13	regards 26:3	403:3 496:14
118:3,9 119:13	185:14,18,20	336:4,9 338:20	39:15 40:16	relates 11:14
135:22 142:6	192:10 197:4	467:3	79:22 84:1	78:5 101:11,18

176:13,14	495:4	repeat 43:13	193:20 225:14	26:14 28:16
177:22 178:7	remember 10:8	84:18 153:15	226:20 229:1	85:12 220:1
relating 76:19	10:10 11:2,2	435:12	231:10 232:13	responsibility
relation 74:2	37:10 46:21	repeated 116:21	238:14 239:7	12:1 128:17
90:1,3 104:9	49:12 50:1,3,9	repeatedly	303:9 313:11	187:6,10
105:20 116:10	52:4,6 56:13	430:12	333:22	responsive 94:15
157:2 159:1	63:22 64:4 67:5	report 482:7,11	required 32:16	330:9 412:22
194:19 195:21	67:6 68:9 70:1	482:14,22	80:9 111:7	rest 29:4 319:5
219:2 317:15	106:6 108:19	483:6	112:2,9 115:22	461:9
319:10 348:16	111:4 112:16	Reported 1:17	116:16 117:12	restate 328:20
348:19,19	116:4 118:11	reporter 2:10,11	117:21 120:5	restaurant
351:16 358:16	121:8 136:5,10	2:12 7:16 8:10	143:21 145:3	197:20
364:1 368:20	136:22 137:18	9:9,21 28:4	150:1 195:12	restrict 88:12
369:4 454:15	138:19 139:10	40:12 60:18	221:6 303:7	100:4 105:7
relations 168:13	143:11,17	110:5 157:10	307:16 315:15	135:1,8 164:21
287:15 298:19	144:10,11,14	168:1 173:1	358:4 417:4	190:21 216:11
relationship	145:21 153:1	187:18 218:11	419:17	217:19 349:10
299:12 319:7	165:20 181:3	227:12 238:15	requirement	restricted 133:22
333:18 340:3	200:12 203:20	242:19 253:12	348:8 360:1	134:9 164:17
relatively 23:15	210:18 213:18	268:5 304:17	requirements	335:11
298:10 361:21	213:21 224:3	369:16 376:7	263:3 315:10	restriction
relaunching	228:7 235:4	401:14 456:22	requiring 112:13	178:19 357:12
215:17	237:21 247:8	reports 446:15	117:19 120:3	restrictions
release 211:6	253:9 269:9,21	represent 7:22	research 36:10	106:17 109:20
227:8 289:5	278:1 287:14	294:6 413:20	reserved 4:10	194:1 237:22
released 201:14	302:18 320:6,7	representation	reserving 430:9	277:12 357:4
227:5 297:18	320:17,17	406:12	respect 157:6	restroom 373:2
relevance 38:19	333:20 334:8	representative	250:15 281:1	result 37:14
41:6 42:10	338:12 355:5	398:11	341:17	154:5 184:5
48:19 103:17	368:15 381:16	represented	respective 4:4	198:12,16
117:14 118:1	385:5 420:4,6,8	406:15	respond 9:4	204:8,13,17
214:6 278:18	420:9,12 421:8	representing	16:15 39:9	205:10 213:13
289:22 301:6	421:9 422:1,19	396:4	responded	234:3 253:18
320:15 322:1	425:11 426:9	republic 235:8	395:10 466:7	467:11 474:1
322:13 333:15	446:4 456:18	235:11,19	responding 361:6	475:20 476:8
342:11 387:4	466:19 470:6	249:9,10	response 23:2	483:18 484:9
399:13 427:9	474:8,14,18	reputational	25:20 96:3	484:19 489:17
428:2 485:17	477:10 478:3	390:22	98:14 176:20	493:1
relied 358:15	479:14 482:6	request 20:2 25:4	176:21 177:5	resumed 175:7
remain 187:17	485:16 486:3,5	31:22 149:2	192:8 229:19	retaining 221:9
266:19 451:19	490:6,13	213:2,3,4 413:1	263:4 264:1,10	retired 80:5
remained 112:7	remembering	requested 275:1	267:2 275:6	returned 196:2
358:12 452:4	490:11	require 32:15,20	282:3 360:17	revenue 171:7
477:16,20	remind 14:16	58:19 59:2,5	464:12 467:21	345:6 485:6,7
remaining 148:2	removed 418:5	61:9,21 62:5	469:5 475:10	485:11
290:1	repair 220:4	80:8 104:11	responses 5:15	reversed 376:5
remains 183:21	337:19	106:22 193:19	12:13 14:5 18:7	review 15:1,3

18:11 24:17	42:14,15,16,18	211:21,22	352:22 353:2,5	Rosen 255:9,9
25:16 30:12	42:19 43:2,5	212:21 213:11	355:17 357:14	Rosenthal 3:17
74:19 86:18	44:3,8,14,15	215:20 219:9	359:2,11 363:2	8:6 123:21
99:15 125:14	46:2 50:13,14	219:11,12	363:10 366:18	130:21 174:13
131:16 133:8	50:15 52:19	220:14 222:21	369:12 373:16	222:12 239:14
177:3,21	53:2 54:15 55:3	224:12,16	374:11 393:19	343:6 364:16
185:11 191:15	55:5,13,15	225:2,3 226:1	395:2 399:8	364:21 372:11
199:3,9,13	56:15 57:11,14	226:11,17	400:17 402:11	394:16 406:21
212:4 230:5,8	57:15 59:16,22	227:6 228:3	407:9 408:4	413:8 484:2
230:13 233:20	64:18 65:12	230:19 234:4	409:16 413:13	Rosso 1:7 5:17
242:3 243:13	69:7,17 70:10	234:20 235:13	413:13 414:21	7:4 12:15 14:8
254:16 257:4	70:19 72:14	235:19 240:3	415:19 417:21	132:18 374:8
263:1 306:7	73:6,9,11,12	243:16 246:11	431:2 438:20	374:14 376:10
317:12 324:9	74:10 75:19	247:4,16 248:4	439:5,5 443:2	378:6,18 379:7
351:7 361:4	76:3 77:4,9	248:15 249:19	450:17,20	379:18 380:21
367:1,6 373:10	78:15 80:14,18	250:15 252:6	452:7 461:8	381:20 382:5
374:1 399:3,10	81:1,3,15 82:15	258:1,5,8,16	467:19 468:6	383:2,13,20
407:19 408:17	83:9,19,22 85:4	259:18 263:7	477:21 480:12	397:2 414:13
409:5,10 411:4	85:6 86:16	265:6,9,13,20	480:16 493:22	436:20 437:1,4
431:5 451:8	87:13,22 88:2,6	265:21 268:21	right-hand	446:2,13
453:18 454:2	89:10 91:8 96:4	269:3,15,16	141:18 270:19	449:17 497:3
458:5 497:8	99:7 100:2,7,10	271:14 272:14	270:20	498:4 499:8
reviewed 190:2	101:20 115:2	274:8 275:10	rights 41:9	Rosso's 322:3,5
382:19	116:1 124:7	276:1,5 280:10	259:15 268:10	322:16
revised 344:17	126:15 130:6	285:4,6,22	458:18	route 208:17
438:12,14	131:18,20	290:13 291:22	RILEY 2:6 3:11	237:7 241:15
revisions 438:12	132:1,21 133:3	292:12,15,20	ringleader	242:22 349:5
439:3,3	134:5 137:22	293:1,17 295:5	442:21	routes 242:20
revitalize 217:11	139:7,22	295:20 297:19	Risk 389:20	248:3
revitalizing	140:21 141:2	297:21 298:3,7	400:20	routinely 421:5
216:17	142:5 149:9	298:12 299:20	road 64:10	421:12
RFQ 213:4	150:12,18	299:21,22	183:22 308:3	RPR 1:18
rhyme 300:1	154:6,10 155:2	300:3,8 302:2	Robinson 428:6,8	RSA 1:18
rich 95:17 235:15	155:10,16	303:18 307:8	role 103:14	rubber 125:9
richest 235:11	158:17 159:10	308:4,8 314:6	146:17 280:5	ruler 35:6
riddle 83:13,14	160:11 163:5,8	317:8 318:2	Rolodex 5:21 6:3	rules 32:13 61:15
83:15,16	163:14 164:15	319:11,13,14	73:2,10 173:4	61:19,19
right 11:11 12:19	165:17 166:2,8	319:20 320:12	290:15 293:7	497:14
13:15,22 14:3	171:3 174:2,13	321:2 324:2,5	293:12 294:8	run 11:20 53:22
15:6 16:5 20:21	177:12 182:2	327:6,10,13	296:10 298:1	64:15 65:21
23:20,21 24:6,7	182:19 183:8	332:6,12 333:4	298:17 392:18	119:20 120:10
24:18,22 25:9	185:1,10 186:8	336:13 337:18	Rolodexes 25:10	134:2 156:7,14
25:21 26:7,18	189:5 191:9	338:21 339:14	73:3,5 291:4	170:20 180:15
28:13,18 30:19	192:17 199:11	341:12 343:3	293:21 297:17	200:15 228:21
30:20 32:2,5,8	207:11,13	344:7,8,13	298:6	229:11
33:20 34:9 35:1	209:1 210:1,6	345:19 347:1,3	root 456:3	running 11:15
36:1,6,11 38:9	210:16 211:16	347:20 348:6	457:14	69:6 180:9

184:5 188:20	482:13	483:22 491:19	176:20 182:5	71:19 72:6,7
201:3 228:20	saying 9:15 16:21	492:2	189:2,15 192:8	73:1,17 75:19
250:12 296:17	21:7 43:20	Scott 245:2	194:13 195:9	76:2,15 77:8
359:19	55:17 111:19	284:22 286:11	206:5 208:9	78:9,11,13 79:3
runs 144:6	116:7 193:3	286:17	215:14 220:1	79:7,22 80:14
Rupert 236:1,3	205:2 248:9	scrambling 47:16	229:18 234:15	80:16 81:3,6
Russia 236:14	275:13 291:14	scratch 219:17	241:18,22	82:18,21 83:20
Russian 235:20	335:1 350:13	scratching	244:17 246:4	84:3,14,14,21
236:10 237:1	361:10,14,17	219:19	254:3,9,21	85:2 90:10 95:1
249:12	411:15 417:13	scream 129:1	255:3,14	101:17 102:7
Russians 243:4	438:17 445:11	screaming 129:3	256:10 258:17	105:1,2,8 107:1
Rustam 238:12	474:8	screwed 185:22	259:10,17	109:1,22 110:4
	says 24:19 26:7	se 242:16	260:4 261:2,10	110:9 117:15
S	31:14 100:6	sealing 4:5	261:16 263:11	117:20 118:2
S 3:1 5:11 55:4	117:1 124:10	second 9:7 34:7	263:11 264:3	118:15,20
175:1,1,1	124:16 125:6	103:3 141:16	264:12,22	120:4,7,14,21
S&J 312:12,15	126:2 140:2,20	141:21 160:15	266:4,19 267:1	121:10,15
312:20 313:9	141:22 142:11	316:17 329:19	268:15 270:22	122:2,12 124:7
313:10	160:15 207:6	373:2 459:10	271:17 272:1,4	124:20 125:2
S(Cont'd 6:1	239:13 265:11	493:10	275:5 282:2,20	158:2,20 168:4
Sa'ad 257:22	265:22,22	secrecy 79:22	293:1,20	168:11 176:8
260:20 455:16	271:17,22	106:22 109:3	294:18 297:10	182:2 186:14
safe 467:8	285:13 301:21	117:21 118:14	298:2 301:14	186:15 187:3
sake 107:12	305:8,9 317:7	120:5 187:3	307:11,18	202:8,15
322:21 443:6	334:21 337:13	232:21 233:8	313:14 314:9	255:13 262:2,4
Salah 207:9,11	337:18 389:21	266:12 286:6	315:16 316:6	262:9 278:5,17
207:12,13	390:15 396:19	313:4,8 341:20	323:5 328:3	279:22 288:8
210:7 357:1	402:9 403:1	467:10 468:9	334:12 339:6	290:10 291:7
Salah@fiic.com	407:15 450:21	469:1	340:12 343:12	291:22 292:18
324:1	455:18	secret 19:21 23:2	346:18 349:3	293:3 298:7,14
Salami 261:3	SCARBOROU...	23:5,16 24:5,10	350:3 351:19	306:16 352:10
455:19,20	2:6 3:11	24:20 25:14,21	353:7,21	353:15,22
490:16	scared 291:19	26:4 70:9 72:19	355:10 356:17	354:5,6,13,18
salaries 191:17	schedule 27:19	73:8 74:16	360:12 362:14	354:20 355:13
Sam 3:17 8:6	28:3,7 35:7	75:11 77:17,18	362:17 365:13	355:19 356:10
406:5 413:13	145:17 146:21	78:1 82:5,7,9	366:7 368:22	362:10 364:9,9
sam.rosenthal...	153:8 263:3	85:10 86:12,22	369:3,20	368:19 369:12
3:18	285:18 457:6	92:17 93:3,5,11	430:14,17	369:13,17
Sara 207:5	scheduled 145:1	94:6 96:2 98:13	432:14 463:19	374:10,14
satellite 172:8	school 182:13	100:12 101:12	463:20 464:6,8	376:12,15,21
sauce 121:11	375:9	101:13 123:9	464:16,20,22	377:21 379:8
save 47:16,21	scope 48:19	125:5,8,18	465:7 466:8	379:19 381:1
48:5,7 458:16	104:22 113:1	126:1 127:22	493:21	381:21 382:7
saved 303:14	119:7 180:6	128:3,8 129:12	secrets 20:11,13	383:5,15,21
333:2	214:7 279:22	154:6 167:18	21:1,16,22 22:3	384:5 387:5
saves 329:9	411:6 414:9	167:18 175:12	22:6,12 23:11	415:18 418:11
saw 127:6 440:9	427:10 478:10	175:22 176:11	70:11 71:1,18	418:13 431:6

431:13 433:8	seeing 134:10	395:3 399:5,9	329:17 361:2	139:5,9,20
434:11 446:3	247:2	400:14 401:19	371:22 376:8	Sharma 397:9
447:10,19	seek 155:7 167:9	404:22 405:15	425:12,13	400:20 402:20
448:11 463:1,9	487:14	434:12,13	496:9,19	sheet 259:3
463:16 465:5	seen 12:20 55:22	435:2,3,11,14	setting 48:5	497:11 498:11
465:14,15,22	62:19 66:9	435:14,22	111:12	499:6
466:2,6,13	373:20 379:4	436:11 438:12	settle 198:6 341:7	Sheikh 35:6
467:11 468:2,9	379:14 380:20	459:20 460:6	settlement 320:9	321:11 339:21
469:1,10,20	381:12,13,15	466:15 467:4	320:10 321:21	454:19
470:4,8,14	382:1,2,4,12	467:16 468:3	388:1,10 391:9	shipment 146:5
471:7,14 473:1	384:16 390:3	sentence 86:19	394:6 395:7	Shollar 52:18
475:9 480:11	395:1,13	98:12,19 99:1,2	398:2,7 399:4,9	63:2 69:5 74:10
480:22 481:21	397:12,16,18	99:7,21 100:4	400:10,16	75:18 76:14
483:19 484:11	399:7 404:11	101:10 336:3	401:18 410:2	102:1 122:11
484:21	404:12,19	351:3	478:6	275:9 278:4
section 17:18	410:3 414:20	sentences 99:17	seven 47:11	279:5,11
31:13 132:19	415:11 436:12	separate 34:5	102:5,6 126:2	281:20 356:20
337:13 458:7	439:2 448:10	separated 299:15	169:21	359:6,8 360:15
458:10	selected 497:10	September 265:7	seven-year 130:2	363:1 365:12
security 215:4	sell 42:1 49:16	serial 225:21	134:19 135:9	365:15
241:6,10	56:4,6 145:4	serious 145:8	141:5 142:13	shopped 447:1
287:20,21	153:5 165:21	seriously 115:14	144:16 450:16	472:18 473:8
288:2,3,4 302:8	selling 359:6	served 146:13	Shaimiev 238:11	473:10
303:2 305:10	send 250:1,2	156:8 457:2	share 30:2 50:10	shopping 473:11
305:16	284:11 397:18	server 442:5,8	139:13 140:10	short 368:8,10
see 15:2 19:16	405:13 408:20	servers 442:9,11	162:7 350:15	show 9:19 12:9
20:9 22:22 23:8	410:1 468:12	serves 337:22	350:21 351:11	29:13 88:16,17
24:19 28:10	472:12,13	service 28:3,7	shared 377:9,14	93:10,11 94:20
30:6 95:4,19	sending 216:12	35:7 145:2,17	shareholder	95:15,15 96:1
102:10 106:4	228:9 237:3	146:21 153:8	11:16,18 31:14	101:12 102:20
109:21 131:9	255:13 267:22	300:10 360:3	31:22 32:3	103:1 118:10
140:2 141:21	275:12 334:19	373:15 457:6	35:20,21 36:3	120:16 121:5
177:19 185:9	472:14	services 1:7 5:18	37:9 45:18,19	122:21 123:6
186:17 192:16	senior 370:20	7:5 12:16 14:8	45:21 50:4,10	126:13 167:8
194:2 201:5	488:14	36:9 46:12	55:13,18	188:9,21
222:17,18	sense 47:4 292:11	47:18 58:2,13	132:20 279:7	211:18 215:9
271:17,22	343:2	146:2 257:14	shareholders	215:12 222:11
283:18 305:8	sensitive 112:14	274:22 350:15	11:13 30:3	230:21 234:6
316:17 317:7	419:15	359:21 374:8	45:17 50:14	243:9 244:5,14
322:2 326:18	sent 215:22	376:11 378:18	54:5,7,10	255:17 264:20
326:22 336:3	243:22 256:18	379:6,17	139:14 140:11	266:21 275:3
337:14 341:6	257:14,18,22	380:22 381:20	142:7 162:8	293:6,9 296:8
342:7,8 350:16	285:3,21 286:9	382:6 383:3,14	193:18	297:15 301:12
388:18 395:21	301:20 302:9	383:20	shares 137:22	307:20 308:3
396:19 397:6	313:22 314:1,4	set 5:16 12:14	138:1,14	313:12 316:4
405:20 414:14	323:21 334:21	14:6 136:1,2,3	Sharjah 136:2,3	317:2 334:10
478:20 491:4	346:22 359:1	306:19 321:10	137:15 138:13	339:3 343:3

346:15 349:22 355:3 356:14 360:10,19 366:5 372:3 389:8 406:19 412:3 474:11 474:22 showed 206:2 361:21 380:5 454:22 showing 93:13 110:11 119:3 158:10 159:5 176:17 192:3 219:6 229:3 256:4 281:22 322:6 379:22 414:4 460:18 shown 377:19 shut 387:7 sic 207:5 261:3 312:2 side 29:16 141:18 244:13 sign 13:10 111:7 117:12 143:21 231:11 261:4 303:7,10 333:22 349:20 358:7 397:10 405:8 419:20 497:7,8 signature 13:8,9 13:13 497:6,12 498:4,17 499:22 signed 4:13,16 13:13 17:2,6,16 18:5,10 19:14 26:15 70:20 105:20 111:13 117:7 132:20 141:4 150:3,11 217:12 233:1,2 233:4 315:14 405:5 420:10 428:22 454:13	454:18 464:1 464:14 497:11 significant 34:22 153:11 signing 349:21 497:10 signs 349:18 similar 171:19 247:22 simple 153:16 306:1 342:15 simply 100:18 191:7 222:18 223:10 225:18 330:2,12 350:11 377:18 494:16 simulator 320:8 Simultaneous 43:7 128:18 159:18 163:13 204:19 207:19 232:5 245:6 253:11 313:7 399:15 404:3 487:3 Sincerely 497:18 single 19:21 23:15,22 24:9 24:16 26:17 28:18 70:4 72:5 93:5 96:2 117:10 202:13 418:12 419:15 420:1,2,9 sir 15:10,22 40:8 40:11,13 47:8 82:6 95:7,20 96:18 115:8 120:12 125:17 129:2,5 130:12 130:12 145:22 181:7 199:1,11 205:13 210:18 212:5 231:6 239:21 243:14 244:8 245:10	250:18 276:18 283:17 284:2,7 349:14 411:11 415:12 434:2,5 469:3 473:19 475:11 sit 122:22 410:6 483:17 sites 469:20 470:3 480:4 481:10,20 sitting 274:3 450:9 situation 262:15 280:11,19 six 102:4 201:13 250:12 360:21 SJ 312:21 Skies 157:8,12 skimmed 17:12 19:1 slow 39:22 40:1 41:5 296:14,14 296:20 small 77:20 218:22 219:4 smearing 172:21 Smokehouse 37:17,18,21 45:10 46:1 74:9 75:17 76:12 101:22 121:9 189:3,7,11,17 189:20 190:14 190:15,18,21 191:10,12 197:13 198:7 198:10 soft 490:2 software 299:12 421:14 422:6,9 sold 30:15 35:3 48:6,8,9 55:18 165:16 sole 50:4 55:12 57:13 393:16 393:20	solely 99:5 168:5 Solomon 472:20 solution 250:10 some-odd 311:10 somebody 42:13 42:14,20,20 92:3 147:1 170:13 172:16 173:21 174:8 192:18 217:22 219:3 291:16 323:19 324:1 333:10,12,13 338:13 374:18 384:21 417:18 428:21 468:15 somebody's 284:11 someplace 53:16 somewhat 11:14 soon 311:17 sorry 8:8 15:11 24:9 30:22 31:7 31:13 48:12 53:9 64:2 74:14 78:3 80:22 89:18 97:11 104:7 111:19 113:17 133:2 133:14 135:6 135:14 138:5 159:19,21 182:11 185:17 190:6 207:10 211:4 218:19 254:4 270:5 282:9 293:11 296:1 305:22 309:1,2,10 323:18 356:5 370:2 371:4 372:13 380:3 388:22 403:21 417:22 430:20 443:3 453:20 454:1 457:3,22 459:12 463:13	475:10 476:6 491:9 sort 11:21 178:1 269:18,20 453:6 454:3 455:2 sought 387:21 source 183:15 411:16 South 33:22 34:1 60:8,10 Soviet 235:19 speak 159:20 384:17 448:4 speaking 43:7 128:18 159:18 163:13 181:9 204:19 207:19 232:5 233:16 245:6 253:11 313:7 399:15 404:3 432:20 487:3 speaks 223:1 special 27:17 280:1,19,20,21 281:6,10,14 288:18 319:16 specific 98:12 100:5,12 101:11 158:18 180:20 183:15 213:13 295:1 297:6 298:5,16 355:6 364:15 365:5,21 367:2 368:17 369:7 466:13 467:9 469:17 475:19 476:5,7,17 specifically 71:18 110:15 111:22 181:20 191:17 211:10 220:16 223:8 240:4 268:13 285:2 294:9 348:15
---	--	--	---	---

362:15 376:20 475:8 477:22 484:19 speculate 170:14 366:4 speculating 368:4 speculation 43:11 44:21 132:3 134:7,13 147:5 170:5 240:21 260:9 260:15 279:13 356:2 365:10 398:9 468:11 spell 67:1 68:5 spend 179:13 182:7 299:4,8 370:1 spent 158:1,8,9 158:19,22 180:20 182:12 196:6,10 spoke 311:5 spoken 337:4 spreadsheet 171:2 183:4 371:3,7 372:19 spreadsheets 171:19 371:22 ss 496:3 stack 199:5 450:10 493:8 staff 142:21 195:4 242:5 418:20 435:8 441:15 487:20 standard 258:4 459:1 stans 249:10,12 stars 245:4 start 56:2,22 146:2 198:4 250:19 346:10 346:12 375:5 425:10 472:14 started 138:13	236:18 246:16 291:17 314:18 332:19 424:6 424:22 436:7 439:14 448:16 starting 74:16 99:14 454:4 492:9 state 7:21 31:21 39:2 178:20 206:7 215:16 229:20 234:8 234:16 244:17 255:5 256:11 265:1 267:3 270:4,6 275:7 313:16 318:22 322:15 323:8 334:13 339:8 343:13 346:18 350:3 356:17 366:8 496:2,6 stated 74:6 77:22 84:5 122:7 162:13 177:6 270:22 335:13 362:12 398:18 399:6 statement 70:3 92:12,20 93:14 93:16 95:7 124:13 229:22 336:2 338:21 355:11 389:10 389:15 392:11 467:17 statements 31:16 31:18 403:14 states 1:1 16:7 156:8,10,16 160:9 188:12 188:17 194:7 225:18 247:14 247:18 265:16 310:22 358:14 395:6 447:14 491:4	stating 291:11 325:1 status 157:15 220:20 222:4 225:22 226:6 statutory 458:18 stay 145:3 221:17 stayed 346:8 stays 302:11 steal 384:4 448:7 stealing 21:5,17 22:4 127:13 Stenographically 1:17 steps 79:20 266:12 433:4 467:10 468:8 Steve 428:11,12 stipulate 129:12 stipulated 4:2,7 4:11 401:8,9 Stocco 427:8 428:1,3,4 stole 80:21,22 82:19 84:4 120:15,22 121:16 122:3 126:7,10,17 127:5 292:2 415:6,6 448:6 483:20 stolen 21:8 22:7 92:2 172:21 173:5 202:22 290:11 415:4,5 436:17 451:5 463:19 stop 115:5,10 128:20 129:10 130:19 147:12 237:16 329:18 stopped 236:19 390:12 487:1 487:10 storage 424:21 442:5 store 442:6	stored 300:6 415:18,22 416:3 433:14 storing 416:14 story 221:10 straight 29:21 strategy 144:21 Street 1:21 3:4 3:13 472:19 489:15 497:2 498:1 499:2 strict 61:19,20 strictly 124:16 128:2 450:21 459:13 strike 161:1 396:12 structure 46:22 135:22 137:18 201:1 structuring 308:7 Stuart 427:12,17 427:22 study 155:15 244:19 253:14 339:9 346:19 348:5 349:5 stuff 183:13 stupid 394:3 sub 160:6 192:14 Subchapter 55:4 subcontractor 61:18 324:13 325:2 358:18 368:9 subcontractors 324:16,21 368:21 subject 366:19 389:22 submarine 177:22 178:13 180:10 204:1 submarines 181:5 200:11 201:2	submersible 180:15 submersibles 178:7 179:2 submission 209:21 submit 212:13 235:2 submitted 187:7 208:5,6 235:3 340:16 487:18 submitting 403:6 substance 10:11 379:1 substantial 84:2 substantially 362:6 492:8,20 substitute 124:2 256:7 succeeded 173:18 173:19 successful 447:7 Sudan 33:22 34:2 60:8,10 sued 10:16,19,22 11:1,7,8 21:18 22:17 suffer 205:10 suggesting 182:16 suing 19:22 20:15,19,20,22 21:10,17 22:3 22:11 290:10 470:14 suit 246:7 Suite 1:21 2:7 3:13 498:1 499:2 suits 441:1 summary 343:17 455:2 sums 168:15 super 236:14 supervision 370:10 supplement
--	---	---	---	--

206:15,21 464:4 supplemental 5:14 12:13 14:5 176:21 206:6 215:15 229:19 supply 64:9 146:14 241:15 support 91:2 92:6,12 127:3 237:7 384:8 supporting 23:4 217:1 supposed 337:4,8 436:13 sure 21:21 27:13 38:4 43:20 45:12 47:5 49:17 56:8 57:6 58:20 61:3 63:1 89:7 102:11 109:9 135:16 155:19,21 164:14 167:14 194:15 208:2 209:22 223:5 224:4 233:19 247:14 249:7 257:20 261:21 262:22 271:5 304:11 312:16 317:11 331:22 334:9 336:12 336:18 338:16 338:22 345:22 351:6 399:1 407:18 487:21 489:7 490:1 495:4 Surely 125:15 surprised 360:19 surveillance 316:9 survive 216:22 swear 8:11 switch 234:10 swore 93:1,22	100:17 129:14 sworn 4:13,16 69:16 389:10 402:9 403:7 407:15 496:10 sworn/affirmed 8:15 synonymous 45:8 synthesize 96:13 system 192:19 300:13 329:17 329:17 415:19 425:9,15 systems 2:13 424:14 systemwide 422:11 <hr/> T T 5:11 6:1 175:1 496:1,1 T-a-s-m-a-n 270:11 T-a-z-m-a-n 270:9 TAA 318:22 tack 118:17 take 30:10 94:8 96:4 109:2 118:19 125:9 125:12 128:14 130:4 141:16 146:9 151:22 153:2 159:11 174:11 189:17 250:11 254:20 255:1 309:2 315:19 355:18 366:22 429:21 433:4 467:9 489:7 taken 7:3 8:21 86:7 92:3 98:6 131:3 148:20 173:8 174:17 255:22 297:22 315:22 350:15	350:20 373:5 386:9 387:1,16 430:5 462:15 468:8 478:5 takeoff 48:4 takes 252:2 389:14 talk 74:18 81:14 81:15,21,22 102:21 124:12 321:7 333:3 350:8 talked 394:1 491:4 talking 9:8 58:16 71:17,20 73:3 95:12 100:14 108:17,18 114:16 118:17 120:16 121:2,5 122:18 185:2 186:19 195:17 203:22 321:7 342:2 357:10 363:15 400:13 422:19 425:22 433:9 435:10 461:4 465:10 465:11 talks 456:1,3,3 tape 364:17,22 tapered 179:22 Tarbell 481:14 491:8,13,14 492:14 target 220:3 222:19 452:9 targets 285:15 Tasman 270:1,2 270:15,16 272:13 Tatarstan 235:8 236:5 238:10 tax 486:5 taxpayers' 447:13 Tbilisi 223:7,15	334:20 337:20 team 110:16 111:1,6 112:2 113:19 143:7 277:2,3 287:1,3 287:7,9,12 304:20 377:6 378:4 384:15 441:16 481:17 482:1 teaser 282:4,11 282:21 284:7,7 284:19 technical 195:4 319:1 technically 273:8 440:13 Technologies 446:8 tedious 224:3 teens 302:15 Teknaf 235:15 telephone 297:8 425:17 tell 7:11 89:5 126:15 127:16 127:17 128:5 143:18 154:18 158:22 205:13 213:12 341:14 381:10 467:19 474:22 480:19 483:5 488:11 telling 21:6 41:18 77:15 127:19 128:6 129:18 204:22 248:7 344:11 355:17 temporal 48:19 113:1 214:7 411:6 414:9 temporarily 229:5 ten 214:10 221:3 310:15 329:5 Tennessee 490:22	tens 376:16,19 term 261:20 463:8 464:5,16 465:6 466:6 terminated 37:13 203:15 terms 248:1 308:7 399:3 test 85:17 122:20 testified 8:15 18:20 91:1 92:12 96:1 112:19 113:11 120:9 121:20 153:20 155:9 175:7 280:18 288:17 379:5 469:4 471:22 478:16 480:2,3 493:17 testimony 10:11 18:15 32:18 41:22 61:11 70:6 72:18 81:12 105:15 108:5 116:21 136:15,18 137:12 151:19 263:15 281:8 291:9 312:8 443:14 467:14 473:16,19 474:5 482:19 494:8 496:12 testing 121:6 136:21 text 347:19 394:15 thank 8:9,19 88:18 94:15 98:2 253:5 323:1 330:9 406:7 493:10 theft 391:6 theme 349:4 theoretically 42:14 319:22
---	--	---	---	--

100:16 122:15	466:16,17	311:6 319:8	385:4 393:9,22	71:1,17,19 72:6
136:11 208:10	468:2	321:1 326:21	396:21 401:3	72:7,19,22 73:8
209:7 221:9	third-party	331:20,21	406:3	73:17 74:16
244:11 285:5	253:1 419:4	333:4 338:14	told 18:22 19:10	75:11,19 76:2
295:17 352:6	thought 40:14	340:12,19	108:1 115:16	76:14 77:8,17
355:7 364:5	410:13	341:19 342:1	150:3 169:11	77:18 78:1,9,11
442:5	thousands	342:19 358:15	218:7 342:21	78:13 79:3,7,22
things 36:12	381:15,18	359:19 361:18	344:14,20	80:14,16 81:3,6
44:12 112:11	382:2	363:16 364:1	379:13,15	82:5,7,9,18,20
118:11 155:9	three 80:2 102:4	367:16 369:10	382:9,10 383:1	83:20 84:2,13
155:12 165:21	133:11 156:7,9	369:22 371:4	383:7 384:1,15	84:14,21 85:2,9
196:13 202:21	225:9 226:6,10	371:20 377:1	385:5,9 388:21	86:12,22 90:9
205:15 208:13	227:4 249:4	382:17 383:18	440:16 480:13	92:16 93:3,5,11
246:1 268:14	251:22 351:16	398:21 399:7	482:12 486:19	94:5 95:1 96:2
292:22 310:18	490:21 491:1	404:19 409:3	488:13,17	98:13 100:12
338:18 355:9	till 296:22 436:6	410:3 416:16	Tony 215:22	101:11,13,17
364:4 424:16	time 4:10 7:12,12	420:16 423:17	216:3 217:9	102:7 105:1,2,7
488:7	11:7 12:22 29:7	423:17 430:1	tool 299:3	107:1 109:1,22
think 11:22	29:19 33:11	438:14 439:4	top 131:19	110:4,9 117:15
53:15 63:3	43:14 47:10	439:20 445:13	218:22 219:5	117:20 118:2
72:20 83:14	56:10 63:13	448:20 451:15	230:12 257:3	118:15,20
90:5 94:14,17	65:1 66:13 80:7	452:1 456:18	337:18 430:21	120:4,7,14,21
105:22 123:3	82:2 84:19 85:1	460:11 463:9	458:11	121:10,15
123:21 135:15	85:19 86:3 88:7	463:14 465:10	Torrent 395:9	122:2,12 123:9
166:18 167:12	88:9 96:5 106:3	478:4 489:8	Torrents 470:9	124:6,20 125:2
168:15 186:3	106:18 115:17	495:11 497:13	total 164:12	125:5,8,18
206:22 240:16	119:17 125:15	times 144:13	218:9,12	126:1 127:22
257:10 283:2	128:14 129:19	153:20 252:7	248:16 266:17	128:3,8 129:12
311:2 321:21	130:4 147:7,14	344:18 438:14	398:12	141:10 154:6
330:20 336:17	147:16 148:5	439:6 444:19	totality 205:15	158:1,20
388:14 392:2	153:7,11,16	tip 197:22	253:20 268:20	167:17,18
401:5 413:4	157:1 158:5,8	tired 457:22	352:13 355:6	168:4,11
432:19 445:2	158:19 160:3	title 14:1 269:6	356:9 364:5,13	175:11,21
449:5 465:1	161:12 165:14	titled 6:21 30:2	365:11 431:22	176:11,20
471:19 482:18	173:18 175:2	412:6	totally 194:5	182:1,4 186:14
thinking 83:12	179:5,11,13	today 10:3 49:8	track 46:7	186:14 187:3
165:10 261:17	180:5 195:5,6	123:3 333:3	TRACKS 257:14	189:2,15 192:7
third 5:14 12:12	197:18 200:18	406:6 410:6	257:19 258:1	194:13 195:8
14:5,17 36:2,3	210:15 216:19	430:13 434:12	261:3 305:8,14	202:8,15 206:5
37:1 176:21	221:10 227:17	436:12 439:6	305:15,16	208:9 215:13
215:15 229:19	238:7 250:18	463:8 464:5	trade 19:21	220:1 229:18
254:10 306:4	252:2 254:4	465:5,21 483:1	20:11,13 21:1	234:15 241:18
395:19 434:13	263:12 272:20	483:17	21:16,22 22:3,6	241:22 244:16
435:4,5,16,17	281:20 282:9	today's 7:9 450:5	22:12 23:1,5,11	246:4 254:3,9
435:22 436:2,3	284:15,16	466:5	23:15 24:5,10	254:21 255:2
455:22 458:15	287:4,12 289:8	Tokyo 378:4	24:20 25:14,21	255:13,14
462:5 464:3	292:17 297:3	383:9 384:18	26:3 70:9,11	256:10 258:17

259:9,17 261:9	447:19 448:11	transparency	105:17 174:8	30:1 69:20
261:16 262:1,4	463:1,9,15,18	164:12	193:10,16	132:19 139:13
262:9 263:11	463:20 464:6,8	transport 304:22	218:9,14	265:10 271:15
263:11 264:3	464:16,20,22	311:7	233:10,10	305:3 337:10
264:12,22	465:5,6,14,15	transportation	275:16,19,20	337:15 358:22
267:1 268:15	465:21 466:2,6	54:18 55:6,9,19	277:18 341:9	370:9,22
270:21 271:17	466:8,13	76:13 102:1	341:19 342:21	389:17 394:9
271:22 272:4	467:10 468:2,9	106:21 107:3	358:18 364:6	400:9 408:8
275:5 278:5,17	469:1,10,20	110:17 112:12	398:13 437:14	493:4
279:22 282:2	470:4,7,14	114:6 122:16	437:14 467:11	Turner 300:18
282:20 288:8	471:7,14 473:1	184:1 209:12	468:7,15	300:21 302:1,5
290:9 291:7,21	475:9 480:10	215:19 216:7,8	trusted 194:5	302:6 303:1,7
292:17 293:3	480:22 481:21	220:6,10 222:1	288:3 303:13	303:10,15,22
293:20 294:18	483:19 484:11	230:1 254:2	322:10 335:14	304:2 306:22
297:10 298:1,6	484:20 493:21	281:3 316:12	335:20,21	323:17,18
298:14 301:14	trademark	317:9,16	349:15 358:15	turning 95:13
306:16 307:11	141:14	334:16 419:16	398:19 467:4	twice 441:2
307:18 313:14	trademarks	420:11	468:4,19	two 34:5 36:17
316:6 323:5	336:5	tread 399:19	trustee 215:3	50:14 51:15
328:3 334:12	Trading 171:12	treat 187:21	trusting 342:20	54:6,7 80:4
339:6 343:12	171:20	435:5,17	trustworthy	102:4 132:14
346:18 349:3	traffic 268:10	466:18 468:3	266:17	133:3 156:10
350:2 351:19	train 221:10	treated 61:7	try 9:16 72:3	156:14 208:13
352:10 353:7	training 156:17	217:21	84:20 90:12	211:9 246:2
353:15,22	178:1 180:10	treating 101:4,6	125:11 155:1	251:21 252:17
354:5,6,12,18	221:8	trial 4:10 113:7	170:12 331:13	252:19 253:8
354:19 355:9	TRAKS 66:8	trick 318:13	417:15 447:3	253:14 254:18
355:13,19	Trans 30:3,8,22	tried 153:2	trying 9:13 15:14	267:13 268:3
356:10,17	31:6 133:12	troop 214:9,17	15:16,20 43:22	290:1,7 304:21
360:12 362:9	transaction 34:7	troops 146:14	44:1 64:8 83:17	308:16 326:10
362:14,17	transactions 34:5	truck 329:15	84:15 114:22	332:7 344:2,2
365:13 366:7	transcript 9:20	371:11	140:9 172:4	370:16 393:13
368:18,22	40:7 474:12	trucking 314:13	191:4 204:21	396:21 406:2
369:3,12,13,17	496:10 497:6,7	trucks 304:18	237:6 242:21	418:3,6 490:3
374:10,14	498:7	307:10 325:3	284:10 291:19	491:10
376:11,15,20	transcription	325:10 328:2,9	292:12 331:9	two-way 74:2
377:21 379:8	498:10,12	329:14 331:15	352:21 355:16	type 166:6
379:19 381:1	transfer 28:6	332:3,6,15	356:3 425:1	220:21 221:14
381:21 382:7	41:16 42:2	371:10 373:15	426:2 472:15	222:2 225:19
383:5,15,21	transferred 29:3	trucks' 304:15	Tucker 323:15	242:17 295:9
384:5 387:5	29:5 35:13	true 17:3,21 18:8	323:19	371:10 456:13
415:17 418:11	40:17,22 45:5,6	18:13,20 19:15	TUESDAY 1:15	457:5
418:13 430:13	147:22 148:1,4	70:20 389:16	tuition 182:14	types 102:6 155:8
430:17 431:6	148:7,14 384:6	397:11 401:4	Tulsa 193:11,14	373:14 381:17
431:13 432:14	transferring 41:8	401:13 496:11	275:22	typically 438:7
433:8 434:11	transfers 41:2	498:9,11	turn 13:2 14:21	
446:3 447:10	tranship 146:7,8	trust 58:20	20:8 22:21 26:1	<hr/> U <hr/>

U-m-e-d 68:6	14:11 15:14,17	undertook	152:6,12 155:6	432:3,9,16
U.K 386:16	15:19,20 16:6	385:17	170:7,9,11,18	433:7,17
U.S 7:5 79:13	16:16,18,20	underwater	172:4 198:2	434:15 438:9
187:7,8,15	19:2,19 24:2	180:10	224:20 238:1	440:7,11 473:2
188:3,5 207:15	28:9,10 30:14	underwriting	268:3 277:14	476:11 489:10
234:17 242:13	34:17 35:2	200:11	279:5,15 290:2	489:19 490:14
242:15,16	42:11 43:21	unfair 101:14	295:10 310:13	vaguely 67:5
243:19 247:12	61:3,14 71:7	unfairly 355:21	349:11 352:2	68:7,10
247:13 251:11	72:15 86:21	unfettered 165:4	355:20 357:4	valuable 363:13
251:14 281:11	90:7,18 111:18	unidentified	373:2 375:3	363:22 365:7
281:14,15,17	140:9 155:19	163:7	411:12 415:20	451:15,19
290:1,7 358:16	160:22 182:10	unintelligible	422:12 470:7	457:9
477:3,6	204:21 210:1	266:15 299:7	493:21	value 147:6
U.S.-registered	233:13 240:5	Union 10:14	useless 274:15	170:1 247:20
146:3,15	247:20 257:17	unique 196:7	uses 43:15	247:21 363:5
U.S.C 17:17	261:14 283:4	281:9 431:19	USG 327:5	variant 225:20
UAE 137:14	331:12 338:22	454:11 494:11	USSR 249:9,11	varies 259:2,4
139:21 146:6	354:15 355:8	United 1:1 16:7	usually 59:1	494:22
147:8 171:14	397:8,14 399:2	111:17 136:3		variety 203:16
247:9 281:10	407:11,14	156:8,10,16	V	298:18
281:13 288:5	408:3,6 416:5	188:12,17	v 1:5 497:3 498:4	various 144:13
UAE-registered	417:8 443:14	194:6 247:14	499:8	196:12 208:4
146:12	448:18 463:8	247:18,19	vague 20:16 31:2	209:18 241:9
ultimate 262:1	463:18 464:5	265:16,17	39:21 41:4,6	243:5 251:18
ultimately 309:7	464:15 465:6	310:22 327:5	42:9 48:18 59:7	258:12,14
Um-hmm 44:5	480:10	358:14 447:14	65:8 76:18	280:9 321:10
133:7 258:2	understanding	UniTrans 65:4,5	78:16 87:7,16	370:17 416:21
275:11 279:8	13:18,21 79:10	65:13,20	88:14 89:2	444:19 452:12
293:19 323:6	87:2 157:18	units 360:20	91:14 95:2	453:3 465:17
344:10 350:10	229:9 232:20	university 214:22	107:18 110:12	466:4 472:10
389:13 395:5	233:7 305:21	215:2,5	121:19 135:4	472:19
403:13 450:11	461:19 462:22	unlawful 390:17	155:17 156:4	vehicle 304:9
457:15	465:1 466:8	391:1	161:16,21	vehicles 306:14
Umed 68:3,6	understands	unlimited 165:3	163:19 168:19	306:19
211:20	266:6	unproductive	170:4 175:13	vendor 60:19
unable 485:8	understood	123:1	179:16 181:1	61:18 62:5
487:8 488:3	102:22 105:10	unrealistic	183:18 184:10	210:12 357:15
unanswered	105:15 191:2,7	196:14	195:10,18	358:13,17
322:17	194:4 205:17	unreliable 361:9	198:18 204:10	359:4 367:9
unaware 419:13	232:17 264:13	unspecified	241:19 259:19	368:8
unclear 119:5	277:19 286:10	380:5	266:14 278:11	vendors 208:5,8
undergoing	310:12 437:16	unwilling 391:8	290:20 299:6	venture 58:15
180:1	465:20 480:1	update 268:10	321:5 340:5	79:11 200:6
Underneath	undertake 79:21	usage 14:18	354:1 358:5	314:11 315:8
257:2	266:2,12	172:6	374:15,21	317:16,21
understand 9:12	undertaken	use 88:2,11 105:7	385:19 386:3	318:12 337:5,7
9:15 13:18	335:3	105:12 149:10	386:11 417:6	337:9,21 338:3

477:5	vital 1:7 5:18 7:5	262:2 263:6	165:13 191:1	439:15 440:2,5
ventures 324:17	12:16 14:8	297:2 309:16	206:20 240:13	440:9 441:10
verification	359:21 374:8	319:18 328:19	272:19 285:20	470:2 471:16
425:9	376:10 378:18	330:12,16	288:5 315:4	week 285:15,16
verify 167:8	379:6,17	331:5 351:15	331:13 360:2	weird 396:14
253:2	380:21 381:19	353:3 354:9,9	364:2 396:15	well-known
versa 71:13,14	382:5 383:2,13	378:22 379:3	417:16 443:20	216:9
72:13,16	383:20 447:19	379:12,13	448:3,4 465:11	went 18:22 49:13
version 396:5	vocabulary	380:12 381:10	465:12 474:15	70:2 136:10
versions 124:3	464:20	381:12 382:3	496:16	145:11 146:1
versus 7:4	voice 128:22	387:6 388:7,19	we'll 29:16 82:7	147:2,11 155:9
vessels 36:8	voluntarily	391:16,17	89:7 95:6 96:5	169:19,21
viable 190:9,10	486:22 487:5	394:2 405:21	98:2 99:5 124:2	201:5 217:8
205:7		406:10 409:2	126:13 160:6	242:12 267:12
Vibhor 397:9	W	425:5 465:19	192:14,22	360:2 375:10
400:19 402:19	wages 189:4	468:16 474:11	206:15,20	400:10 484:2
vice 71:13,14	191:17 197:14	495:3	256:5 373:1	weren't 12:6
72:13,16	wagon 219:3	wanted 189:22	407:3 413:14	54:14 63:9
488:14	Wainwright	251:3 253:1	we're 9:8 12:10	66:17 67:10
video 7:17	152:20,22	285:22 485:3	28:15 55:9	373:12 480:15
video-recorded	166:1 245:8	wants 97:21	69:20 83:19	weren't 65:15
7:2	wait 296:22	170:6,18	86:3 122:22	Wes 290:5
Videographer	411:22 492:15	414:15	169:22 208:16	Western 488:8
3:22 7:1 8:9	waive 497:9	war 35:10 209:5	275:3 276:14	whatsoever
86:5,8 98:4,7	waived 4:6	Washington 1:14	361:3 369:21	92:11 193:21
131:1,4 174:15	walked 274:1	1:21 2:8 3:5	402:10 433:9	288:20 379:5
175:3 255:20	Wall 472:19	7:14 497:2	we've 28:17	379:14 462:6
256:1 315:20	wall-to-wall	498:2 499:3	85:13 162:11	WHEREOF
316:1 364:18	376:2	wasn't 11:15 12:3	273:7 285:14	496:18
365:1 373:3,6	want 9:13 21:21	149:12 155:14	320:22 361:3	whet 284:10
430:3,6 462:13	35:2 38:15,16	188:19 232:9	365:19	wife 38:7,17 39:5
462:16 493:11	38:22 40:18	371:13 402:5,7	we'll 71:7 234:9	40:18
493:14 495:9	47:3 61:2 72:15	442:3 443:1	256:7	wings 48:1
Videotaped 1:11	86:2 88:16	470:18	wealth 154:4	withdraw 72:22
2:4	93:10 96:5,12	wasn't 152:15	159:2	130:16 292:6
views 40:19	97:6,7 99:5,6,9	164:17 227:9	weaponize 472:6	witness 5:2 8:11
Vijay 346:1,5	101:12 113:9	233:1 280:16	weaponized	8:14 13:4 20:3
384:22 397:9	118:11,13	374:5 447:15	443:15,19,20	29:17 40:10,13
400:6 402:19	122:8 123:14	waste 86:3 297:3	472:1 473:8	95:8 101:15
429:10,16	125:1 128:4	447:12	weather 122:7	114:14 115:11
Vikash 6:14	171:22 172:5	water 52:22	342:2,3	119:3 124:8
385:11 407:5,8	173:10 174:11	359:14 360:20	web 440:6,10	125:11 129:8
408:21 428:14	178:22 179:2	364:3	471:4 480:11	159:19,22
428:19 429:3	189:17 222:12	way 47:4 72:4	481:2	178:15 185:15
violating 381:7	222:15 225:12	84:20 99:11	webs 470:10	185:19 199:6
Virgin 311:9	236:11 248:20	101:3 125:21	471:10	219:16 230:9
visibility 329:14	259:21 261:13	141:4 155:2	websites 424:6	238:21 239:12

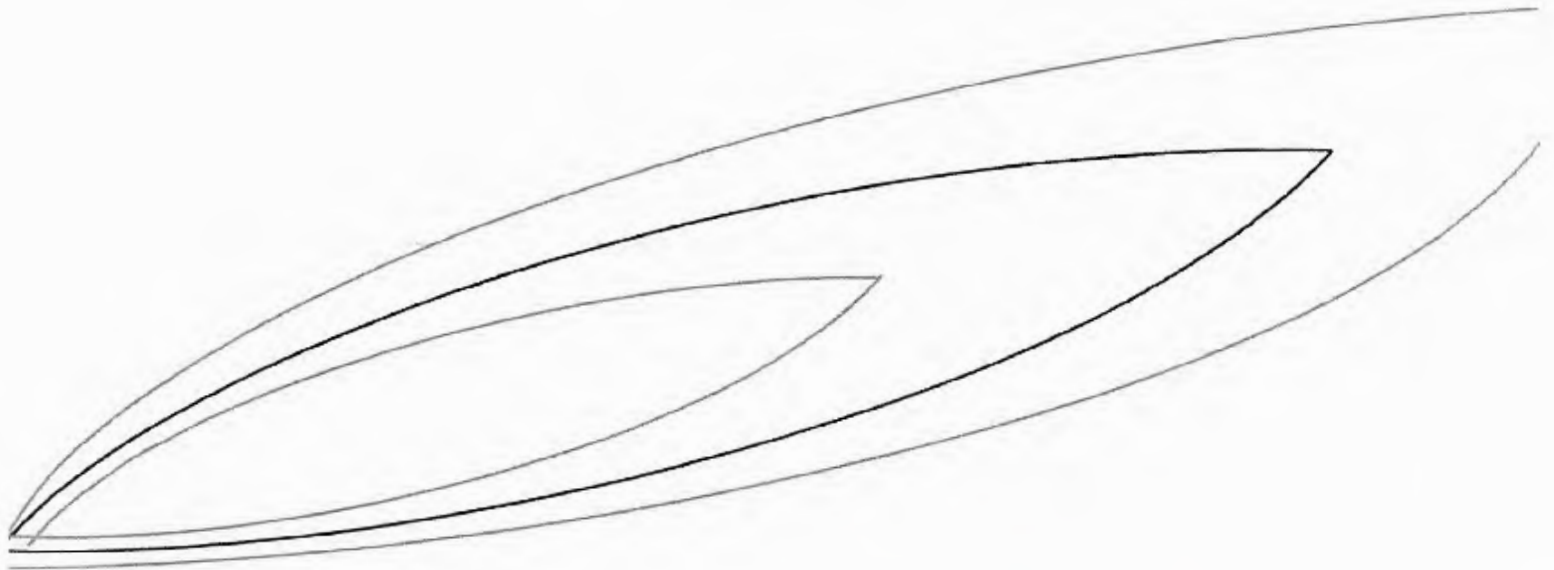
240:9,21 264:6 271:16 295:15 295:16 296:1 296:21 316:22 329:22 330:3 330:15,18 342:2 389:15 391:15 403:14 403:21 404:10 405:5 407:2 408:1 430:1 434:4,8,21 440:19 441:1,5 484:12 489:21 496:12,18 497:8 498:5,17 499:9 witnesses 375:11 375:11 376:3 406:3 word 295:21 296:2 306:10 463:1,20 466:8 470:7 words 14:19,20 81:9 82:6 90:14 99:9 146:8 227:9 282:14 494:10 work 9:18 68:16 110:3 112:14 158:16 197:19 207:1 217:16 221:4,14,19 223:22 224:3 228:12 229:6 269:5 287:16 295:3 297:9 301:2,8 380:13 446:10 worked 107:13 108:22 143:20 207:13 232:11 300:21 301:1 302:6 326:13 326:15 437:9 437:20 446:12	worker 232:7 working 186:16 237:11 272:17 302:16 414:2 429:7 441:18 works 15:19 144:4 411:17 420:10 world 90:4 121:4 126:11 156:13 157:9 201:18 202:2 227:21 248:1 252:10 292:4 311:10 392:17 447:14 457:7 world's 252:1 worldwide 153:6 224:8 289:7 worm 418:4 426:5,8 worn 341:4 worried 178:17 436:3 worry 330:19 worth 274:15 396:16 worthless 310:8 wouldn't 150:10 405:8 460:9 468:12,15 471:11 wound 147:17 366:1 write 70:17 264:16 348:2 360:16,18 472:16 writing 16:15 347:22 488:16 written 16:13 368:11 497:22 wrong 55:13,14 55:16 83:6,8 150:16,17 467:20 wrote 70:18	100:16 ws 268:19 <hr/> X <hr/> X 5:1,11,11 6:1,1 249:8 XP 57:14 <hr/> Y <hr/> y eah 10:2 45:3 48:22 57:22 72:2 73:16 77:3 96:9 123:18 129:6 153:17 157:21 224:18 238:18 248:12 252:16 270:17 272:12 330:20 337:12,17 342:9 355:2 375:7 394:12 396:15 422:1 442:9 449:16 456:18 459:13 473:22 year 13:14 31:20 130:3 169:20 189:8,9,10 199:21 201:17 225:11 287:4 344:4 345:4,7 476:12,13 year-end 350:13 yearly 188:4 years 12:22 13:14 16:9,10 52:3 55:1 56:1 56:13,14 80:7,7 82:3 89:22 90:2 105:16 106:5 107:13 108:11 108:17,18 113:4 121:3,7 126:3 136:4,22 151:10 153:12 154:3,9 155:13 156:20 158:6	159:4 169:21 183:14 187:14 193:17 197:10 201:13 208:19 208:19 214:11 214:13 216:10 216:20 217:15 218:2 221:3,4 225:9 226:7,10 227:4 246:16 250:11 267:13 290:5 292:20 300:22 310:15 344:1 345:17 360:22 398:12 416:21 432:4 441:6 476:15 487:17 494:16 494:18 yelling 129:8 yellow 421:20 yogurt 360:6 York 171:12,20 318:16 496:7 you're 129:9 283:9 428:18 you've 330:6 young 121:7 <hr/> Z <hr/> Z 8:13 175:6 Zalmay 265:12 zone 35:10 138:10 139:18 139:21 140:3,4 209:5 <hr/> 0 <hr/> 1 <hr/> 1 20:9 21:3,11 22:2 25:14 52:17 82:5,7 84:7 85:10,12 85:20,21 86:12 86:22 92:17 93:3 94:6 103:2 123:7,9 131:7	134:18 137:6 140:13,22 141:6,17 142:12 149:5 149:17 150:2 150:21 151:17 152:1 153:14 155:5,10 156:3 158:3,21 161:5 169:16 170:3 172:13,19 173:22 186:1 271:11 396:1 402:22 403:10 403:11 1-12 5:19 12:17 1-3 271:20,21 1:25 175:2,4 10 54:8,11 106:5 219:7,21 220:1 220:12 222:1 222:10 223:9 224:6,10 225:18 227:5 233:16,22 452:6,7 478:15 478:17 479:1 10:19 86:6 10:33 86:9 10:42 98:5 10:59 98:8 100 44:6 56:11 107:4 147:8,22 148:9 257:20 274:9,11 281:11,13,17 304:2 336:12 456:1 100-seat 236:11 236:13,22 101 2:6 7:10,14 104 157:9 10455 372:7 11 26:1 229:17,18 232:16,22 233:22 234:1,3 460:10,14
---	--	--	--	--

11:26 131:2	265:20 424:10	493:19	257:21 265:7	251:4 252:6
11:31 131:5	16TH 3:4 497:2	2.1 337:13	279:17,18	310:6 317:15
110 441:5	17 84:8 85:11	2/14/2015 6:22	287:6 308:13	319:8 320:5
1120.00 305:10	266:22 267:1	412:7	420:7	321:19 342:6,8
12 5:9,13 26:4	270:22 271:18	2/17/2015 6:17	2010 131:8	421:7,16 422:7
29:8 34:15	272:1,16 310:6	410:16	134:14 141:6,7	422:13 423:21
53:16 84:8	1730 1:21 498:1	2:45 255:21	144:9,9 148:4	439:16 441:10
85:10 234:7,12	499:2	20 5:21 25:5,10	163:22 167:11	443:16 470:2
234:15 237:13	1746 17:18	72:19 74:5 93:6	169:19,20	470:20 471:2,8
238:3 239:19	17th 410:21	98:15 136:4,22	243:7,16 311:2	472:1,7 473:7
239:22 244:12	18 196:17 197:14	189:20,22	2011 34:15	474:17 480:11
250:4 311:2	198:13,17	293:7,10,12,18	201:12 267:10	481:1 484:17
12:14 174:16	201:10 204:9	293:20 294:9	273:5 275:13	485:18,21
12:15 174:12	205:12 234:4	297:4 396:21	343:16 357:11	486:4 488:9
120 31:19 456:2	250:4 275:4,5	20- 251:20	359:7 360:13	492:7,19
12A 243:10	276:20 277:22	20-CV-954-UA...	361:13	2017 37:14 58:10
244:12	285:12,14	1:6 7:8	2012 29:8 53:17	62:15 63:10
13 5:8 84:8 85:10	291:6 459:3	20-foot 305:10	116:11 189:10	64:22 65:16
244:6,15,17	478:2	371:12	197:14 207:7	66:19 67:11
252:15,16	19 84:8 85:11	200 225:11	211:6 301:20	169:22 196:17
253:19 254:2,8	282:1,2 284:3	200,000 360:20	302:17 312:6	197:14 198:13
254:14,15	284:20 286:14	360:21	323:4 331:19	198:17 201:10
271:15 283:22	286:17 289:5	2000 56:18	332:1,4,15	203:13 204:9
284:2,4	1976 158:14	20001 2:8	2013 38:5 215:21	204:18 205:12
14 25:4,5 53:16	1980 216:18	20006 3:5 497:2	313:22 366:14	211:5 213:15
84:8 85:10	277:16	2002 116:11	2014 53:17 219:8	213:19 225:5,9
255:2,3 271:19	1C 29:14 131:13	20036 1:21 498:2	225:1,8,19	227:7 234:4
284:1,2 453:15	132:16 140:10	499:3	312:6 340:13	244:3 253:19
453:16,17	162:8,10	2004 136:4	350:15 422:13	288:22 289:2
140 311:6		2007 110:17,20	2015 36:14 177:4	291:6 314:15
1400 3:13	2	308:10 310:15	178:6 179:1	315:2,3 359:5,8
15 84:8 85:10	2 25:21 30:1,6	418:19 420:3	188:18 196:18	359:15,16
106:5 256:5,9	84:7 85:10	2008 58:9 62:15	339:12,13	360:6 363:2,6,7
256:11 262:18	139:13,16,17	63:10 64:21	340:4,14,18,22	363:14 365:8
264:14 271:19	158:11 159:6	65:16 66:18	341:3 342:5	365:16 418:19
278:16,16,21	159:14 162:9	67:11 159:10	410:21 411:3	420:11 474:20
342:8,9,9 361:5	162:13 163:1	160:10 161:19	411:13 422:13	478:1 481:6
455:12 485:22	163:18 167:5	163:22 164:6	424:7 426:1,7	486:2
493:3	167:17 168:4	166:13 167:11	485:15 492:5	2018 211:6
15,000 350:19	168:10,17	169:19,20	492:21	213:15 227:7
15,590 350:14	169:2,16 170:3	245:1 246:12	2016 29:11,12	228:3 253:19
150 311:6,22	172:14 174:1	255:8 311:18	34:8 50:2 52:5	289:13 421:16
345:6,12	226:4 265:10	420:5 450:14	57:8 103:16	439:11 442:16
15th 313:21	276:20 305:6	451:14	110:18,20	443:8,17,21
16 36:14 84:8	306:3 358:22	2009 30:7,19 57:8	145:16 172:12	444:3,6,16
85:10 264:18	389:17 394:13	131:20 141:4	188:2 201:21	445:4,16
264:19,21,22	407:15 450:8	161:10,11	202:1 213:22	451:20 471:15

472:4 473:13 474:3,10 477:14 480:4 481:11 485:6 486:7,11 487:6 487:15 488:2 2019 481:20 202 1:22 498:2 202)-232-0646 497:15 202)232-0646 499:4 2020 389:21 408:10 409:20 462:21 2021 385:4 2022 215:7 2023 390:20 394:7 395:3 2024 1:15 2:1 7:9 13:11,12 17:3 496:19 497:4 497:20 498:5 499:10 20th 408:10 21 1:15 2:1 6:3 25:6,10 72:19 74:5 93:6 98:15 293:8 296:9,10 396:22 498:5 499:10 21st 7:9 22 98:15 23 301:13,14 303:17 232-0646 1:22 498:2 23rd 496:19 24 84:8 85:11 307:21 310:1 25 313:13,14 450:14 458:8 25th 225:19 26 25:10 72:20 74:5 98:15 332:1 390:19 458:3	26th 332:4,15 27 25:11 72:20 74:5 98:15 458:11 27603 3:14 27th 207:7 28 17:17 25:11 72:20 74:5 98:15 339:13 28th 340:15,18 340:22 341:1,3 29 25:11 72:20 74:5 98:15 293 5:21 296 6:3 297 285:18 <hr/> 3 3 15:2 19:20 23:3 47:21 48:5 52:17 74:16 77:18 140:1 142:8 176:18 176:20 179:8 179:15 180:8 180:22 182:2 182:19 183:5 183:17 184:9 185:5 186:15 186:20 187:4 188:1 197:1 198:16 199:1,2 199:11 203:14 230:7 344:14 344:20 359:9 407:22 461:5 475:10 3:05 256:2 30 31:17 80:7 251:20 311:10 316:5,6 30-month 192:6 194:2 300 223:17 301 3:13 30XI00145000 496:22	31 322:7 323:5 325:6 454:1,4 32 334:11 335:13 3260 489:15 327 334:13 33 52:15 339:4,5 339:6 34 52:16 80:6 84:8 85:11 343:4,12 344:9 35 84:8 85:11 346:16,18 349:2 460:18 36 192:8 350:1,3 355:1 460:14 37 356:15,17 372 6:6 38 290:9 291:6 360:11,12 362:8 363:13 363:21 364:15 365:6,22 469:9 469:12 470:14 472:22 475:9 483:19 484:20 389 6:10 39 20:10 23:11 70:4 84:6 329:8 366:6,7 367:5 368:17 369:8 370:3,12 372:1 373:19,21 431:8 39th 329:10 3rd 13:11,12 17:3 <hr/> 4 4 23:3 186:2 188:22 189:1,2 190:14,19 191:14 198:12 359:10 389:17 389:18 394:10 394:11,21 4-0 271:14 4.3 31:12,13 4.4 132:19	4.4.1 133:10 4:02 315:21 4:17 316:2 40 5:13 12:10,11 69:15 89:22 97:10,14 98:11 108:18 154:3 155:13 183:14 271:11,11,12 283:20 464:4 464:17 40-foot 371:12 40-plus 55:1 290:5 400XP 57:14 407 6:13 40s 440:22 410 6:16 412 6:20 415 5:8 430 5:4 44 56:13 107:13 193:16 45 6:6 185:22 372:4,5 373:9 46 6:10 389:4,9 406:20,21 407:2 462 5:3 47 6:13 406:21 407:3,4 410:11 478 5:9 48 6:16 410:14,15 410:21 49 6:20 27:12 28:2 29:1 34:4 35:13 147:18 148:2 412:4,5 414:5,19,20 4th 37:14 <hr/> 5 5 47:21 48:5 54:6 54:8 96:4,22 98:14,15 177:5 186:1 344:3,13 344:15,20	345:3,11 359:10 390:14 475:10 5:12 373:4 5:31 373:7 50 89:22 151:10 153:12 154:3,9 155:13 314:10 394:2 398:12 432:4 476:15 50-plus 16:8 500 223:17 51 27:11,14,17 28:1,12,19 30:15 32:3 35:3 131:11 134:20 137:15,21 138:15 161:7 164:4 265:8 272:21 288:13 309:13 319:12 5th 131:8 395:3 <hr/> 6 6 14:22 192:4,13 194:3 195:9 196:8 199:10 201:10,11 203:12,13 204:3,9,17 205:11 6,000 225:11,12 6:18 430:4 6:36 430:7 60 236:16 246:16 60-plus 16:10 60,000 327:4 6th 30:7 279:17 279:18 <hr/> 7 7 22:21 31:14 206:3,5 207:22 209:11 211:7 211:15 337:10 337:11,15,16 370:22,22
---	--	---	---	---

Share Purchase & Shareholders Agreement

RAK Trans, Farhad Azima
& HeavyLift International
Airlines FZE



RA

DEFS' EX. 001C-001



FA_MDNC_00388886

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (the "Agreement") is made and entered into this ^{12th}~~6th~~ day of December, 2009 by and between:

1. **RAK TRANS HOLDING FZ LLC**, a company incorporated under the laws of the Ras Al Khaimah Investment Authority (RAKIA) Free Zone (License Number RAKIA 60 FZ3 03 09 1738) having its registered office at P.O. Box 31291, Ras Al Khaimah, United Arab Emirates. Herein after referred to as "RAK Trans";
2. **HEAVYLIFT INTERNATIONAL AIRLINES FZE**, a Free Zone Establishment incorporated and licensed at the Sharjah Airport International Free (SAIF) Zone, United Arab Emirates, with its registered office at Executive Suite Z-14, P.O. Box 9061, Sharjah, United Arab Emirates), hereinafter referred to as "Company" or "HeavyLift" ; and
3. **FARHAD AZIMA**, a US citizen (passport number 423045237), residing at 43 Fountain House, Park Street, London W1.

WHEREAS:

1. The Company, is a Free Zone Establishment incorporated in the Sharjah Airport International Free Zone ('SAIF'). As of the date of this Agreement, the Company has a total share capital of AED 150,000 (one hundred fifty thousand Dirhams), comprised of one (1) share with a par value of AED 150,000 (one hundred fifty thousand Dirhams) in the name of Farhad Azima.
2. The Company is engaged in the business of operating cargo flights from Sharjah International Airport and other Airports to various destinations across Europe, Africa and Asia.
3. The company shall convert from a Free Zone Establishment to a Free Zone company, based on RAK Trans agreeing to subscribe in cash for shares in the capital of the new SAIF Free Zone Company and the Company has agreed to allot and issue shares in the capital of the Company to RAK Trans on, and subject to, the terms of this Agreement.
4. Farhad Azima has agreed to sell his shares in the company to RAK Trans on, and subject to the terms of this agreement.
5. RAK Trans has agreed to contribute AED 10,487,517 (Ten Million Four Hundred Eighty-Seven Thousand Five Hundred Seventeen Dirhams) to the Company on, and subject to the terms of this agreement.

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

6. On Completion, the issued share capital of the Company will be legally and beneficially owned by the Parties in the proportions set out in section 3.2 of this agreement.
7. The Parties have agreed to enter into this Agreement for the purpose of regulating their relationship with each other and certain aspects of the affairs of, and their dealings with, the Company.
8. The Company has agreed with the Parties that it will comply with the terms and conditions of this Agreement insofar as they relate to the Company.

1. **RECITALS:**

- 1.1 The foregoing recitals and any signed or entitled annexes shall constitute an integral part of this Agreement.

2. **DEFINITIONS:**

- 2.1 **"Accountable Manager"** means Farhad Azima
- 2.2 **"Affiliate"** means: (a) with respect to a company or partnership, any company or partnership which controls, is controlled by or is under common control with such company or partnership, or any individual and/or such individual's spouse, parents and/or children ("Relations") who control(s) such company or partnership, and (b) with respect to an individual, the Relations of such individual or a company or partnership controlled by such individual and/or his Relations; it being understood that a company shall be deemed to be under the control of a person or entity if he or it owns, directly or indirectly, more than fifty percent (50%) of the voting securities, or if he or it has the power to elect more than one half of the directors of such company.
- 2.3 **"Agreement"** means this Shareholders' Agreement as amended or supplemented from time to time;
- 2.4 **"Annual Budget"** means the annual budget of the Company forming part of the Business Plan;
- 2.5 **"Audit Committee"** has the meaning set forth in Section (4.4.2) of Article (4) of this Agreement.
- 2.6 **"Board"** means the board of directors of the Company;
- 2.7 **"Brand"** means the "HeavyLift" brand.
- 2.8 **"Business Day"** means a day other than a Friday or a Saturday or a public holiday in the United Arab Emirates;
- 2.9 **"Business Plan"** means the Company's business plan, to be prepared by the Chief Financial Officer of the Company and approved by the Board,

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

including, among other things, the company's estimated total capital expenditure, the total required financing, HeavyLift Management's recommendation as to the optimum capital structure (i.e. the optimum equity vs. debt mix) and the expected return on investment (i.e. the Project IRR and Equity IRR);

- 2.10 **"Completion"** means the occurrence of actions as mentioned in Appendix A;
- 2.11 **"Company"** has the meaning set forth in the recitals to this Agreement.
- 2.12 **"Companies Law"** means the United Arab Emirates Companies Law in force as of the Effective Date and thereafter as amended from time to time;
- 2.13 **"Coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 2.14 **"Collusive practice"** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- 2.15 **"Corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- 2.16 **"Fraudulent practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- 2.17 **"Director"** means a member of the Board of the Company;
- 2.18 **"Effective Date"** means the date of this Agreement;
- 2.19 **"Fiscal Year"** means the annual accounting period of the Company, which is twelve (12) months ending on December 31st of each year, except for the first Fiscal year which shall start on the Effective Date and end on the 31st of December 2009.
- 2.20 **"General Assembly"** means the general assembly of the Company's shareholders;
- 2.21 **"IFRS" or "International Financial Reporting Standards"** means the international accounting standards issued by the International Accounting standards Committee as supplemented and/or modified from time to time;

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 2.22 **"KPMG Report"** means the enterprise value study undertaken by KPMG and the indicative business valuation prepared on the basis thereof, dated 12 October 2009. The enterprise value was based on the below mentioned financial performance projections (amongst other mentioned in the report) made by Farhad Azima and Ray Adams of HeavyLift International Airlines FZE:

YEAR	Revenue (in USD millions)	Gross Profit Margin	EBITDA Margin	Net Profit Margin
2009	13.7	17%	2%	-5%
2010	34.8	15%	10%	7%
2011	33.9	16%	11%	6%

"Material Amount" meaning an amount that is greater than 917,500 AED (Nine Hundred and Seventeen Thousand Five Hundred Dirhams);

- 2.23 **"Chief Financial Officer"** means Mr. Ray Adams;

- 2.24 **"Memorandum and Articles of Association"** means the Memorandum of Association and the related Articles of Association of the Company, as amended to reflect the relevant provisions of this Agreement;

- 2.25 **"Reserved Matters"** has the meaning set forth in Section (5.2) of Article (5) of this Agreement;

- 2.26 **"Right of Pre Emption"** means each and any of the rights of Pre Emption mentioned in Article 8 of this Agreement;

- 2.27 **"SAIF"** shall mean Sharjah Airport International Free Zone

- 2.28 **"Shares"** means the all shares in the capital of the Company having a par value of one UAE Dirham (1 AED) each with equal rights and obligations and **"Share"** shall be construed accordingly;

- 2.29 **"Transfer"** means the sale, conveyance, assignment, disposal of or any other form of transfer of the Company's shares.

Re

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

3. SHAREHOLDING:

- 3.1 Memorandum and Articles of Association: As promptly as practicable after the Effective Date, but in no event later than the milestone date mentioned in Appendix A of this agreement, the company shall adopt a new Memorandum and Articles of Association reflective of the clauses in this agreement and duly approved by SAIF as part of the converting HeavyLift from a Free Zone Establishment to a Free Zone Company in accordance with the SAIF regulations.

Rb

of CERTAIN

3.1.1 In the event of any ambiguity or discrepancy between the provisions of this Agreement and the Memorandum and Articles of Association, the provisions of this Agreement shall prevail. Accordingly, the Shareholders shall act in accordance with this Agreement and shall further, if necessary, procure any required amendment to the Memorandum and Articles of Association.

- 3.2 The Shareholders hereby agree that, following the completion of the steps detailed in Appendix A, each shareholder shall hold the percentage of the Company's share capital listed in the table below.

Shareholder	Percentage of the Company's Share Capital
RAK Trans	51%
Farhad Azima	49%

- 3.3 It is hereby understood and agreed that as soon as practicable after the Effective Date, but in no event later than the milestone date specified in Appendix A of the agreement, the Chief Financial Officer of HeavyLift shall present to the Board of Directors its Business Plan for business expansion.

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 3.4 Based on the approval of the Board on the Business Plan & Budget (RAK Trans's infusion of equity in the company is not dependent on the approval of the budget by the board of Directors. However, the budget shall be prepared and managed by the company only to the extent of RAK Trans's infusion of Cash/Capital as stated in Appendix A) the Shareholders and/or management of the Company shall cause the Company to secure the additional equity and/or debt financing (other than the equity called for under this Agreement) necessary to execute the business plan. It is hereby agreed between the parties, that neither party shall be under compulsion to contribute to any further contribution in cash or in kind for, for the expansion of the Company and nor is any cash or in kind contribution by either party into the Company expected to change the shareholding structure as stated in section (3.2) of Article (3), until such time that this Agreement is cancelled or there is mutual written consent on the matter by both the parties hereto.
- 3.5 **Statutory Auditor:** Subject to Section (4.4.2) of Article (4) of this Agreement, the Audit Committee of the company shall be responsible for the approval of a firm of international repute that shall act as the Company's statutory auditor. Ra
4. **CONDUCT OF COMPANY'S AFFAIRS:**
- 4.1 **General Assembly Meetings:** The Shareholders shall receive notice of each General Assembly Meeting at least fifteen (15) Business Days before the scheduled date of such Meeting. The Company shall have at least one (1) General Assembly Meeting each Fiscal year. Such Meeting will take place at such time and place as is determined by the Board.
- 4.2 **Notice, Quorum, Proxies and Majority:** The notice periods, quorum and proxy rules required by the Companies Law shall apply with respect to the General Assembly Meetings of the Company, as well as with respect to the conduct of such Meetings, unless otherwise provided in the Memorandum and Articles of Association.
- 4.3 **Shareholders' Right to Information:** Each Shareholder shall be entitled to receive the following from the Manager:
- 4.3.1 Quarterly financial statements of the Company within thirty (30) days of the end of each quarter;
- 4.3.2 Audited financial statements within ~~ninety~~ ^{ONE HUNDRED TWENTY} (120) days of the close of each Fiscal Year; Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 4.3.3 Any information regarding the state of affairs of the Company, as such Shareholder may reasonably request.
- 4.4 **Board of Directors**: The business and affairs of the Company shall be managed by the Board of Directors and the Accountable Manager, who together shall have all power and authority to manage and direct the business affairs of the Company in accordance with the provisions of this Agreement, the Memorandum and Articles of Association and applicable law.
- 4.4.1 **Structure of the Board**: Commencing from the Effective Date, The Board shall consist of five (5) members, three (3) of whom shall be appointed by RAK Trans, including the Chairman of the Board, and two (2) of whom shall be appointed by HeavyLift. ^{Farwas Azim} Each member shall serve until (i) his successor is designated by the Shareholder that appointed him, or (ii) his earlier resignation, death or inability to serve. Each Shareholder shall designate its respective Directors by delivering a written notice of such designation to the Company and the other Shareholders. Ra
- 4.4.2 **Audit Committee**: The Board shall appoint an Audit Committee with three (3) members, two of whom represents RAK Trans, while one represents HeavyLift. ^{Farwas Azim} Ra
- 4.4.3 It is understood and agreed that the Audit Committee shall report directly to the Board of Directors, and be responsible for, the review of the Company's financial and accounting policies, and its interim and annual reports prior to their submission to the Board. The Audit Committee shall also serve as directed by the Board of Directors and for the benefit of the Company.
- 4.5 **Removal and Reappointment of the Directors**: Any Director may be removed for cause in accordance with applicable law. In addition, each Shareholder having the right to appoint a Director pursuant to this Agreement shall also have the right, in its sole discretion, to remove such Director at any time by delivering written notice of such removal to the Company and to the other Shareholders, in which event the Shareholder which appointed the Director in question shall cause such Director to deliver a written resignation to the Company. In the case of a vacancy in the position of a Director for any reason (including removal pursuant to the preceding sentence), the vacancy shall be filled by the Shareholder that appointed the member previously holding the vacant position which is then vacant. Appointment of a Director shall be effective upon receipt of

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

notice by the Company and the other Shareholders from the Shareholder taking such action, which action must be taken within a period not to exceed thirty (30) Business Days following the vacancy.

- 4.7 **Meetings of the Board of Directors:** Subject to the Companies Law, the Shareholders agree that (i) a meeting of the Board shall be held at such times and locations as the Board shall determine; (ii) at least four (4) meetings of the Board will take place each Fiscal Year; (iii) additional meetings of the Board will be convened at the written request of any Director; and (iv) meetings of the Board may be conducted by telephonic conference or any similar means of communication which enables all participants to hear and be heard. The meetings of the Board of Directors shall be called by the secretary of the Board of Directors on instructions of the Chairman, and each meeting shall be held at such place and time as shall be specified in the notice thereof.

- 4.7.1 **Notice of Meetings:** Written notice of each Board meeting (a "Meeting Notice") shall be delivered not less than fifteen (15) Business Days in advance of the meeting date, which fifteen (15) Business Day-period may be shortened if each Director either (a) grants a written waiver of notice of such meeting; or (b) actually attends such meeting without objection. All Meeting Notices shall include a proposed agenda listing the items to be discussed at such Board meeting. The Meeting Notice as above provided shall be considered due, legal and personal notice to such Director.

- 4.7.2 **Board Quorum:**

- 4.7.2.1 Without prejudice to Section (5.2) of Article (5) of this Agreement, the quorum necessary for the transaction of any business of the Board shall be three (3) Directors, provided that at least one member representing HeavyLift is present

- 4.7.2.2 Any action required or permitted to be taken by the Board may be taken by circulation without meeting by way of a resolution in writing signed by all of the Directors. Any such resolution may be executed in counterparts and copies of such resolutions transmitted by facsimile shall have the same effect as the originals

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 4.8 **Chairman of the Board:** As stated in Section 4.4.1, during the period commencing from the Effective Date, the Chairman of the Board shall be chosen by RAK Trans.
- 4.9 **Maintenance of Accounting Records:** The Shareholders and the Manager of the company shall cause the Company to conduct its business at all times in accordance with the highest standards of business ethics and maintain full and accurate books, records and accounts which will, in reasonable detail, accurately and fairly reflect all transactions of the Company in accordance with **International Financial Reporting Standards** ('IFRS') and applicable Laws of the United Arab Emirates.
- 4.10 **Management of the Company:** The Board of Directors shall have the right to nominate and appoint the Accountable Manager and the Chief Financial Officer of the Company, who shall report to the Board and be responsible for executing the policies prescribed by the Board. Further the Shareholders agree that:
- 4.10.1 Mr. Farhad Azima will be the **Accountable Manager** of the Company for a period of at least two (2) years from the effective date, for the purposes of maintaining valid licenses issued by the relevant aviation regulatory authorities;
- 4.10.2 Mr. Ray Adams will be the **Chief Financial Officer** of the company responsible for The day to day operations of the company for a period of at least Two (2) years; and
- 4.10.3 Both Mr. Farhad Azima and Mr. Ray Adams shall retain their respective positions of Accountable Manager and Chief Financial Officer, until the board of directors by way of a simple majority (at least 3 out of the 5 members of the board of directors), decide otherwise.
- 4.11 **Authority of the Accountable Manager & Chief Financial Officer:** The **Accountable Manager** shall manage the day to day operations of the Company.
- 4.12 **Duties of the Accountable Manager & Chief Financial Officer:** Without limiting the breadth of Section (4.11) the powers and duties of the Accountable Manager and Chief Financial Officer shall include, without limitation, the following powers and duties, as well as such other powers and duties as may be granted by the Board of Directors from time to time:
- 4.12.1 Oversight of the development and execution of the Business plan, execution schedule and Annual Budget;

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 4.12.2 On request by any director of the company, provide them with the relevant records and/or documents pertaining to the financial and operational aspects of the company within 5 business days of receiving the request.
- 4.12.3 Hiring a cost-efficient administrative staff to assist in the day-to-day management of the Company's affairs; and
- 4.12.4 Submission of regular progress reports with respect to the company's business to the Board of Directors;

Ra

5. VOTING AMONG THE DIRECTORS:

5.1 **Voting:** Each Director shall cast one vote on each resolution to be voted upon. Except for matters set out in Section (5.2) below, in the event that there is a deadlock among the Directors, the Chairman of the Board shall be empowered to cast the deciding vote. Except for those matters detailed in section 5.2 all decisions of the board of directors will be by way of a simple majority of the board of directors (at least 3 out of the 5 members of the board of directors, including the Chairman).

5.2 **Reserved Matters:** Decisions pertaining to the following matters shall require the approval of both Farhad Azima's and RAK Trans's representative(s) on the board of directors: :

- 5.2.1 Any recommendation to the Shareholders in respect of any matter requiring, under the Companies Law, the approval of representatives of not less than three-fourths of the Company's issued and subscribed share capital, who are present at a General Assembly Meeting duly and properly convened, in accordance with the Companies Law and the Memorandum and Articles of Association;
- 5.2.2 Altering the Company's name, and/or the establishment and announcement of the Project's brand name;
- 5.2.3 Any material changes in the Company's accounting policies other than changes necessary to conform to IFRS and the applicable laws of the United Arab Emirates;
- 5.2.4 Any borrowing by the Company in excess of 917,500 AED (Nine Hundred and Seventeen Thousand Five Hundred Dirhams) in any single instance or in the aggregate in any Fiscal Year;
- 5.2.5 Entering into any guarantees or executing any instruments creating liens which are in excess of 917,500 AED (Nine Hundred and Seventeen Thousand Five Hundred Dirhams) in any single instance or in the aggregate in any Fiscal Year;
- 5.2.6 Entering into a transaction in connection with the acquisition or disposal of any capital asset or other expenditure (including financial leases) not authorized in the Business Plan and which is in excess of 917,500 AED (Nine Hundred and Seventeen Thousand Five Hundred Dirhams) in any single instance or in the aggregate in any Fiscal Year;
- 5.2.7 Entering into any contract, commitment or transaction (or series of related transactions) by the Company or the waiver, termination,

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

modification or amendment of its rights in connection therewith, if such contract, commitment or transaction (or series of related transactions) either (a) by its terms, requires payments or other consideration with an aggregate value in excess of 917,500 AED (Nine Hundred and Seventeen Thousand Five Hundred Dirhams); or (b) obligates the Company to purchase movable or immovable assets or equipment from any one or more suppliers on an exclusive basis;

- 5.2.8 Any agreement whereby the Company shall guarantee any debt or obligation of any third party;
- 5.2.9 Entering into any agreement by the Company having the effect of materially restricting the business or activities which the Company may conduct;

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

6. DEALING WITH SHARES

Initial prohibition on transfers of Shares

- 6.1 No Share or any interest therein may be Transferred (other than pursuant to a Default Transfer Notice) by any Shareholder until three (3) years after the date of this Agreement (the "Lock-up Period") without the prior written consent of all Shareholders. For the avoidance of doubt nothing in this Clause 6.1 shall limit the right of the Shareholders to grant or permit to exist an Encumbrance over Shares registered in their names to raise finance for the purposes of the business of the Company provided always any such Encumbrance shall be subject to the consents and undertakings referred to at Clauses 6.5 and 6.6.
- 6.2 General Restrictions: Each of the Shareholders undertakes to each of the other Shareholders and to the Company that, unless otherwise agreed by each Shareholder, it shall not at any time Transfer any Shares otherwise than in accordance with this Agreement.
- 6.3 Deed of Accession: No Share may be transferred unless and until the transferee (if it is not already a Shareholder) first executes a deed of accession in a form mutually agreed by the Parties (acting reasonably) under which the transferee agrees to be bound by the terms of this Agreement.
- 6.4 Effecting Share Transfers: The Parties must do whatever is reasonably necessary to comply with any procedures relating to the Transfer of Shares as per the terms of this agreement.
- 6.5 A Shareholder may not create an Encumbrance over any Shares unless it has obtained the prior written consent of all the other Shareholders and the person proposing to benefit from the Encumbrance has confirmed in writing its acceptance of the provisions of Clause 6.6.
- 6.6 The holder of an Encumbrance over Shares must undertake to the Shareholders not to Transfer any Share or procure the Transfer of any Shares without first offering such Shares to the other Shareholders in accordance with Clause 7.
- 6.7 Transfers or issues contrary to this Agreement: Any purported Transfer, issue or allotment of shares otherwise than in compliance with this Agreement will be ineffective and the Parties agree to take all steps necessary to cancel and/or reverse such Transfer, issue or allotment.

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 6.8 Permitted Transfers: For the purposes of Clause 6.9:
- 6.8.1 "Transferor" means a person (other than a Transferee) which has transferred or proposes to transfer Shares (and in the case of a series of transfers the relevant Transferor for the purposes of determining whether any person shall be or shall have ceased to be an Affiliate shall be the first transferor in such series); and
- 6.8.2 "Transferee" means a person holding Shares in consequence, directly or indirectly, of a transfer or series of transfers of Shares pursuant to Clause 6.9.
- 6.9 Subject to the consent of the Board, which consent shall not be unreasonably withheld, Shares may be transferred without the giving of a notice under Clause 7.1 where it is demonstrated to the reasonable satisfaction of the Board that such transfer is to an Affiliate. If at any time the Transferee ceases to be an Affiliate of the Transferor, it shall be the duty of the Transferee and the Transferor to retransfer such Shares to the Transferor.
- 6.10 For the avoidance of doubt, nothing in this Clause 6 shall operate to prevent a Transfer or transfer carried out pursuant to the Applicable Laws.
- 7. PRE-EMPTIVE RIGHTS**
- 7.1 Pre-emptive Rights: Subject to Clause 6.1, if a Shareholder (the "Selling Shareholder") proposes to Transfer any Shares (the "Sale Shares"), such Selling Shareholder must give written notice of its intention (a "Transfer Notice") to the other Shareholders (each an "Offeree") setting out such information as is referred to at Clause 7.3.
- 7.2 The Selling Shareholder shall, by virtue of a Transfer Notice, offer the Sale Shares to the Offerees on the terms set out in the Transfer Notice and each Offeree shall be entitled to accept such offer in respect of some or all of the Sale Shares.
- 7.3 Transfer Notice: A Transfer Notice must state:
- 7.3.1 the total number of Sale Shares;
- 7.3.2 the price per Share (which must be in cash) (the "Sale Price") and any other terms of the proposed Transfer;
- 7.3.3 the period for which the offer is open to the Offerees (the "Offer Period"), which may not be less than forty-five (45) days unless agreed by all Shareholders in writing;

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 7.3.4 the settlement date for completion of the sale, which (unless otherwise agreed) may not be less than ten (10) or more than thirty (30) days after the last day of the Offer Period; and
- 7.3.5 the name of any person to whom the Sale Shares are proposed to be transferred.
- 7.4 Notification of Purchasers: If the Offerees (each person called a "Purchaser") shall agree to purchase the Sale Shares or any of them and give notice in writing thereof to the Selling Shareholder, the Selling Shareholder shall be bound, against payment of the Sale Price, to transfer such of the Sale Shares to the respective Purchasers. The purchases shall be completed as soon as reasonably practicable at a place and time to be appointed by the Board when, against payment of the Sale Price, the Selling Shareholder shall deliver transfers in favour of the Purchasers together with the share certificates in respect of the relevant Sale Shares.
- 7.5 In the case of competition from the Purchaser in respect of the Sale Shares, they shall be allocated to each Purchaser in proportion (as nearly as possible, without involving fractions or increasing the number sold to the Purchaser beyond that applied for by him) to their existing Shareholdings.
- 7.6 Purchasers not found: If the Offerees do not accept the offer of all of the Sale Shares under Clause 7.1 within the Offer Period, the Selling Shareholder shall be at liberty for a period of thirty (30) days to transfer the remaining Sale Shares to any person named in the Transfer Notice by way of a bona fide sale at any price not being less than the Sale Price and otherwise on the terms set out in the Transfer Notice.
- 7.7 Procedures for Transfers : Where there is to be a Transfer pursuant to this Clause 7:
- 7.7.1 there will be an unconditional, irrevocable, valid and binding agreement for the sale and purchase of the Sale Shares and a binding agreement to transfer the legal and beneficial ownership of the Sale Shares from the transferor to the transferee, subject only to the payment of the Sale Price;
- 7.7.2 completion of the Transfer of Sale Shares in accordance with this Clause 7 shall occur through the procedures in place from time to time; and
- 7.7.3 in consideration of each other Shareholder entering into this Agreement, the Selling Shareholder irrevocably appoints as its attorney the transferee and, where relevant, each director for the

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

time being of that transferee jointly and severally to be its attorney for the purposes of executing and delivering to the transferee, in the name of the Selling Shareholder and on its behalf, all documents required to be executed and delivered by that Selling Shareholder to give effect to the Transfer of any Sale Shares.

8. Drag Along Option

- 8.1 If at any time a Shareholder holding at least fifty per cent (50%) of the Shares in the Company (the "**Selling Shareholder**") wishes to Transfer all of its interest in the Shares ("**Sale Shares**") to a bona fide arm's length purchaser ("**Proposed Buyer**"), the Selling Shareholder may require the other Shareholder ("**Called Shareholder**") to sell and Transfer all of its Shares to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Clause ("**Drag Along Option**").
- 8.2 Exercise: The Selling Shareholder may exercise the Drag Along Option by giving written notice to that effect ("**Drag Along Notice**") at any time before the Transfer of the Sale Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 8.2.1 that the Called Shareholder is required to Transfer all of its Shares ("**Called Shares**") pursuant to this Clause 8;
 - 8.2.2 the person to whom the Called Shares are to be Transferred;
 - 8.2.3 the consideration payable for the Called Shares which shall, for each Called Share, be an amount [at least] equal to the price per share offered by the Proposed Buyer for the Sale Shares; and
 - 8.2.4 the proposed date of the Transfer.
- 8.3 Once Issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholder has not sold the Sale Shares to the Proposed Buyer within 60 Business Days of serving the Drag Along Notice. The Selling Shareholder may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 8.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Clause 8.
- 8.5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Sale Shares unless:

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

8.5.1 the Called Shareholder and the Selling Shareholder agree otherwise, in which case the Completion Date shall be the date agreed in writing by the Called Shareholder and the Selling Shareholder; or

8.5.2 that date is less than 60 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 31st Business Day after service of the Drag Along Notice.

- 8.7 Within 60 Business Days of the Selling Shareholder serving a Drag Along Notice on the Called Shareholder, the Called Shareholder shall deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholder, on behalf of the Proposed Buyer, the amount due for its Shares pursuant to Clause 8.2.3 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company shall hold the amount due to the Called Shareholder pursuant to Clause 8.2.3 in trust for the Called Shareholder without any obligation to pay interest.
- 8.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the consideration due pursuant to Clause 8.2.2, the Called Shareholder shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares, and the Called Shareholder shall have no further rights or obligations under this Clause 8 in respect of its Shares.
- 8.9 If the Called Shareholder does not, on completion of the sale of the Called Shares, execute Transfer(s) in respect of all of the Called Shares held by it, the Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholder to be his agent and attorney to execute all necessary Transfer(s) on his behalf, against receipt by the Company (on trust for the Called Shareholder) of the consideration payable for the Called Shares, to deliver such Transfer(s) to the Proposed Buyer (or as they may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of Shares under this Clause 8.

Ra

9.0 TAG ALONG RIGHTS

9.1 Tag Along: Any Shareholder (the "**Seller**") shall ~~use its reasonable endeavours to~~ procure that a Transfer Notice given by it pursuant to Clause 7 in respect of all of the Seller's Shares shall be accompanied by an offer to the other Shareholder (the "**Continuing Party**") from the prospective purchaser of the Seller's Shares to purchase all the Shares held by the Continuing Party on terms (including price per Share) at least as favourable to the Continuing Party as those set out in the Transfer Notice are to the Seller. Any such offer shall be expressed to be (i) irrevocable, (ii) governed by English law, and (iii) open for acceptance by the Continuing Party during the Offer Period (as defined in Clause 7).

9.2 Exercise of offer: The offer shall be given by written notice ("**Offer Notice**"), at least 30 Business Days before the proposed sale date ("**Sale Date**"). To the extent not described in any accompanying documents, the Offer Notice shall set out:

9.2.1 the identity of the Buyer;

9.2.2 the purchase price and other terms and conditions of payment;

9.2.3 the Sale Date; and

9.2.4 the number of Shares proposed to be purchased by the Buyer ("**Offer Shares**").

9.3 If the Buyer fails to make the Offer to the Continuing Party in accordance with Clauses 9.1, the Seller shall not be entitled to complete the proposed Transfer and the Company shall not register any Transfer of Shares effected in accordance with the proposed Transfer.**9.4** If the Offer is accepted by the other Shareholder ("**Accepting Shareholder**") within the Offer Period, the completion of the proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by the Accepting Shareholder.

9.5 The proposed Transfer is subject to the pre-emption provisions of Clause 7, but the purchase of Offer Shares from the Accepting Shareholder shall not be subject to those

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

10. COVENANTS, REPRESENTATIONS AND WARRANTIES:

- 10.1 Compliance with Applicable Law: Each Shareholder shall comply with all applicable laws, regulations, rules and orders of governmental authorities the non compliance with which could have a material adverse effect on the business affairs or financial condition of the Company.
- 10.2 Organization: Each Shareholder represents and warrants that, on and as of the Effective Date, it is duly organized and existing under the laws of its jurisdiction of organization, that it has the corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.
- 10.3 Reputation of the Company: Each Shareholder shall use all reasonable and proper means in its power to maintain, improve and extend the business of the Company and to further the reputation and interests of the Company.
- 10.4 Compliance by Directors and Shareholders: To the extent permitted by applicable law and unless the interests of the Company do not require otherwise, each Shareholder shall cause its representatives on the Board to act or refrain from acting, in their capacity as Directors, so as to observe, comply with and give effect to the provisions of this Agreement.
- 10.5 Litigation: There are no material (i.e., Greater than the Material Amount) actions, suits or proceedings pending, or, to such Shareholder's knowledge, threatened, against each Shareholder before any court or governmental agency that questions such Shareholder's right to enter into or perform its obligations under this Agreement, or which question the validity of this Agreement.
- 10.6 Farhad Azima and the Company represents to RAK Trans that, as of November 30, 2009 the Company has not incurred or suffered any additional liability or obligation not in the ordinary course of business.
- 10.7 Further, Farhad Azima and the Company represents and warrants to RAKTrans that HeavyLift's contracts with those customers existing, as of the KPMG Report date ("June 30, 2009") remain unchanged and as of the Effective Date there are no material changes to HeavyLift's existing revenue.

FA

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

10.8 Corporate Governance:

10.8.1 The Company shall put in place a code of conduct and framework requiring that its employees do not engage in corrupt, fraudulent, collusive, coercive or other prohibited practices;

10.8.2 The company will not, directly or through an authorized agent, engage in corrupt, fraudulent, collusive, coercive or other prohibited practices in performing any activities pursuant to this Agreement or in the discharge of its obligations;

10.9 During the Lock-up Period, and for a period of two (2) years thereafter, neither the Farhad Azima [nor any company owned or managed by the Existing Shareholder] may, without the prior written consent of RAK Trans:

10.9.1 Engage, directly or indirectly, in any business which competes with the business of the Company in the United Arab Emirates; provided, however, that such restriction shall not apply to the buying, selling or trading of aircraft;

10.9.2 Offer employment to, enter into a contract for the services of, or attempt to entice away, any employees of the Company; or

10.9.3 Deal with, or seek the custom of, any customers of the Company;

10.9.4 Solicit or entice away any suppliers of the Company.

10.10 The Parties consider the restrictions contained in Clause 10 are fair and reasonable and necessary for the protection of the interests of the Company.

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

11. **TERM AND TERMINATION:**

- 11.1 **Term:** This Agreement becomes effective as of the Effective Date and shall continue in full force unless terminated in its entirety at the earliest of:
- 11.1.1 The mutual agreement of all the Shareholders;
 - 11.1.2 The liquidation, dissolution or indefinite cessation of the business operations of the Company;
 - 11.1.3 The execution by the Company of a general assignment for the benefit of creditors;
 - 11.1.4 The filing of a petition under applicable bankruptcy laws with respect to the Company; and/or
 - 11.1.5 Any one party holds more than 75% of the Company's Shares (If the agreement was terminated for this clause, clauses 4 and 5 in relation to the BOD structure and the reserved matters shall survive such termination).

12. **MISCELLANEOUS:**

- 12.1 **Governing Law:** This Agreement and the rights and liabilities of the Shareholders hereunder shall be governed by and construed in accordance with the laws of England and Wales in the United Kingdom.
- 12.2 **Arbitration:** The two Parties undertake, in the event a dispute arises out of or in connection with this Agreement, to make a good faith effort to resolve such dispute amicably. If the Parties fail to reach an amicable settlement or their dispute within sixty (60) days from the date of notification by one of the Parties to the other of such dispute or if the Parties fail to meet within twenty (20) days as from such notice, the Parties shall refer such dispute to arbitration in Paris, France under the ICC Arbitration Rules.
- 12.3 **Headings:** Headings contained in this Agreement are inserted only as matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.
- 12.4 **Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be illegal, unenforceable or invalid, such illegality, unenforceability or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be reformed and construed as if such illegal or unenforceable or invalid provision had never been contained herein and such provision shall be reformed so that it would be legal, enforceable and valid to the maximum extent permitted by law.

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 12.5 Assignment: Neither Party may assign or delegate any of its rights or obligations hereunder. Any assignment or delegation in derogation of this Section (12.5) shall be null and void. Subject to the limitations and transferability rights contained herein, each and all of the covenants, terms and provisions shall be binding upon and inure to the benefit of successors and assigns of the respective Shareholders hereto.
- 12.6 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 12.7 Amendment: Any amendment to this Agreement shall require the written consent or affirmative vote of every Shareholder.
- 12.8 Notices and other Communications: Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered personally, when received; (b) if transmitted by facsimile, upon receipt of a transmittal confirmation; or (c) if sent by registered airmail, or prepaid postage, on the seventh (7th) Business Day following the date of deposit in the mail. All such notices, requests, demands and other communications shall be addressed as follows:

If to RAK Trans:

RAK Trans
PO. Box: 31291, Jazeera Al Hamra, RAKIA Office
Ras Al Khaimah, United Arab Emirates
Email: Vijay.Arumbakkam@rakinvestmentauthority.com
Fax: + 971 01 7347266

If to HeavyLift International Airlines FZC:

Ray Adams
Chief Financial Officer
P.O. Box 9061, SAIF Zone
Sharjah, UAE
Email: Ray.Adams@hl-cargo.com
Fax: +1 (816) 222-0468

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

- 12.9 Non-Waiver: In the event that a Party waives any particular provision(s) hereof, it is understood and agreed that such a waiver shall not be deemed to constitute a waiver in the future of the same or any other provision of this Agreement.
- 12.10 New Investors: Each Person to whom the Company may after the Closing Date issue, allot or transfer shares shall as a condition to such allotment, issuance or the effectiveness of such transfer be required to execute an Adherence Deed in the format set out in Appendix B to this Agreement, which Adherence Deed shall contain a written acknowledgement of the existence of this Agreement, a consent to become a Party to this Agreement, as well as concurrence to be bound by the terms and conditions of this Agreement. The Company shall not issue, allot or transfer any shares until it has received an Adherence Deed from the Person to whom such shares are to be issued, allotted or transferred.
- 12.11 Press Announcements: No Party shall make any press releases or announcements without obtaining the prior written approval of the other Parties. The Parties shall cause the Company to either designate a spokesperson, or appoint a renowned, well reputed public relations firm to handle all communications with the media on behalf of the Company.
- 12.12 Action by the Company: Wherever in this Agreement it is stated that any action is to be taken by the Company, it shall mean that the Parties to this Agreement shall endeavor to use all reasonable efforts as Shareholders of the Company to cause the Company to take such action as herein described.
- 12.13 Appendices: Appendices (A) and (B) are attached to this Agreement and are incorporated herein by reference as if set forth herein in full. The parties shall use their best endeavors to complete the milestones outlined in Appendix A as soon as possible.
- 12.14 Entire Agreement: This Agreement comprises the entire agreement between the Shareholders in relation to its subject matter and no earlier agreement, understanding or representation, whether oral or in writing, in relation to any matter dealt with in this Agreement will have any effect from the date of this Agreement.

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

IN WITNESS WHEREOF, the undersigned have each executed or caused this Agreement to be executed as of the Effective Date.

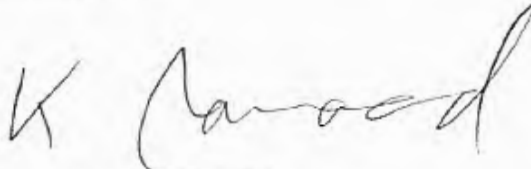
For RAK Trans

Signature

Date

Name

Title



Dr. Khater Massaad

Chief Executive Officer

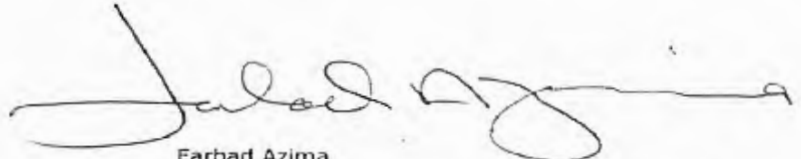
Farhad Azima

Signature

Date Dec. 7, 09

Name

Title



Farhad Azima

Accountable Manager HeavyLift International
Airlines, FZE

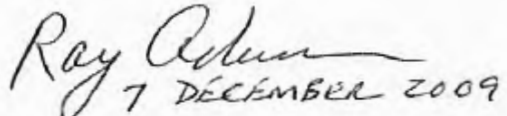
For HeavyLift International Airlines, FZE

Signature

Date

Name

Title



Ray Adams

Chief Financial Officer

Ra

APPENDIX A

Step	Action (Actioning Party)	Completion Date	Output (Actioning Party)	Milestone Date	RAKIA Payments		Farhad Azima Payment Receipt		HeavyLift Cash/Capital Infusion	
					USD Equivalent (USD)	AED	USD Equivalent (USD)	AED	USD Equivalent (USD)	AED
1	A Split off of Heavy Lift Training Academy (HeavyLift and Farhad Azima)	On or Before December 7, 2009	A Presentation of documents for HeavyLift to the effect of Heavy Lift splitting of HeavyLift Training Academy to RAK Trans	On or Before December 7, 2009						
2	A RAK Trans transfers AED 144,517.65 to HeavyLift's Bank Account (RAK Trans)	On or Before December 13, 2009	A Presentation of Share certificates, duly approved by SAIF, (by HeavyLift to RAK Trans), in the name of RAK Trans showing 49% ownership in HeavyLift Airlines whose paid up Capital is AED 144,127.65, to RAK Trans	On or Before December 13, 2009						
3	A Constitution of a New Board of Directors and SAIF approval on relevant Articles and Memorandum with SAIF approval reflecting RAK Trans's 3 directors (including Chairman & Farhad Azima) two directors (HeavyLift)	On or Before December 15, 2009	A Presentation of SAIF approval (by HeavyLift to RAK Trans) on the new board of directors and the relevant Article and Memorandum of Association reflecting the terms of the agreement, to RAK Trans	On or Before December 15, 2009	10,746.66	144,517.65			10,746.66	144,517.65
4	A RAK Trans infusion of Cash into HeavyLift for Business Expansion, Tranche 1: RAK Trans to transfer AED 1,827,057 into the Bank Account of HeavyLift (RAK Trans)	On or Before Dec 18, 2009	A Accounting Entry by HeavyLift to reflect the infusion of Cash by RAKIA into the company (HeavyLift)							
5	A RAK Trans Transfers Tranche 1 of the total consideration amounting to AED 1,810,939 into the Bank Account of Farhad Azima (RAK Trans)	On or Before Dec 25, 2009	A Presentation of Share certificates (by HeavyLift or Farhad Azima to RAK Trans), duly approved by SAIF, in the name of RAK Trans showing RAK Trans's 51% ownership in HeavyLift Airlines whose paid up Capital is AED 248,517.65	On or Before December 25, 2009	1,042,198.74	1,810,939.50			1,042,198.74	1,810,939.50
6	A HeavyLift Business Plan and Budget based on infusion of RAK Trans Funds in 3 tranches Approx. USD 2 Billion Budget for 2010 to all Directors, HeavyLift)	On or Before December 29, 2009	A Approval by Board of Directors (RAK Trans and Farhad Azima)	On or Before December 29, 2009	156,999.95	1,330,939.50	156,999.95	1,310,939.50		
7	A RAK Trans infusion of Cash into HeavyLift for Business Expansion, Tranche 2: RAK Trans to transfer AED 2,655,243 into the Bank Account of HeavyLift (RAK Trans)	On or Before May 30, 2010	A Accounting Entry by HeavyLift to reflect the infusion of cash by RAKIA into the company (HeavyLift)							
8	A RAK Trans Transfers Tranche 2 of the total consideration amounting to AED 655,469.25 into the Bank Account of Farhad Azima (RAK Trans)	On or Before May 30, 2010	A Confirmation on receipt of payment by Farhad Azima to RAK Trans	On or Before June 2, 2010	712,355.87	2,649,289.95			712,355.87	2,649,289.95
9	A RAK Trans infusion of Cash into HeavyLift for Business Expansion, Tranche 3: RAK Trans to transfer AED 3,827,057 into the Bank Account of HeavyLift (RAK Trans)	On or Before Sept 30, 2010	A Accounting Entry by HeavyLift to reflect the infusion of Cash by RAKIA into the company (HeavyLift)							
10	A RAK Trans Transfers Tranche 3 of the total consideration amounting to AED 655,469.25 into the Bank Account of Farhad Azima (RAK Trans)	On or Before September 30, 2010	A Confirmation on receipt of payment by Farhad Azima to RAK Trans	On or Before October 2, 2010	1,042,198.74	6,521,078.38			1,042,198.74	6,521,078.38
TOTAL					1,118,499.64	13,109,395.40	1,118,499.64	13,109,395.40	2,856,000.00	10,487,517.60

Ra

SHARE PURCHASE & SHAREHOLDERS AGREEMENT

Appendix B: Form of Adherence Deed

This Deed of Adherence is made by [NAME AND ADDRESS OF NEW INVESTOR] (the "New Investor") and is considered supplemental to the Shareholders' Agreement dated [] made between Farhad Azima, HeavyLift International Airlines FZE and RAK Trans LLC. (the "Shareholders' Agreement").

The New Investor hereby acknowledges the existence of the Shareholders' Agreement and voluntarily agrees to the following terms:

- (1) The New Investor hereby confirms that [he/she/it] has received a copy of the Shareholders' Agreement and in accordance with Section (13.9) of Article (13) thereof, has agreed to enter into this Adherence Deed.
- (2) The New Investor wishes to be allotted to (him/her/it) shares (the "Shares") in the Company, which is a private shareholding company existing under the laws of the United Arab Emirates;
- (3) The New Investor hereby covenants to be bound by all the terms and conditions of the Shareholders' Agreement which shall apply to the New Investor to the effect that the New Investor shall be deemed with immediate effect from the date on which the Shares are registered in [his/her/its] name to be a Party to the Shareholders' Agreement as if named as a Party to that Agreement.
- (4) The Shareholders' Agreement can be enforced against the New Investor.
- (5) This Adherence Deed shall be governed by the laws of the United Arab Emirates.

IN WITNESS WHEREOF the New Investor has executed this Adherence Deed on the date first above written.

Signature:

Name:

Date:

Ra

